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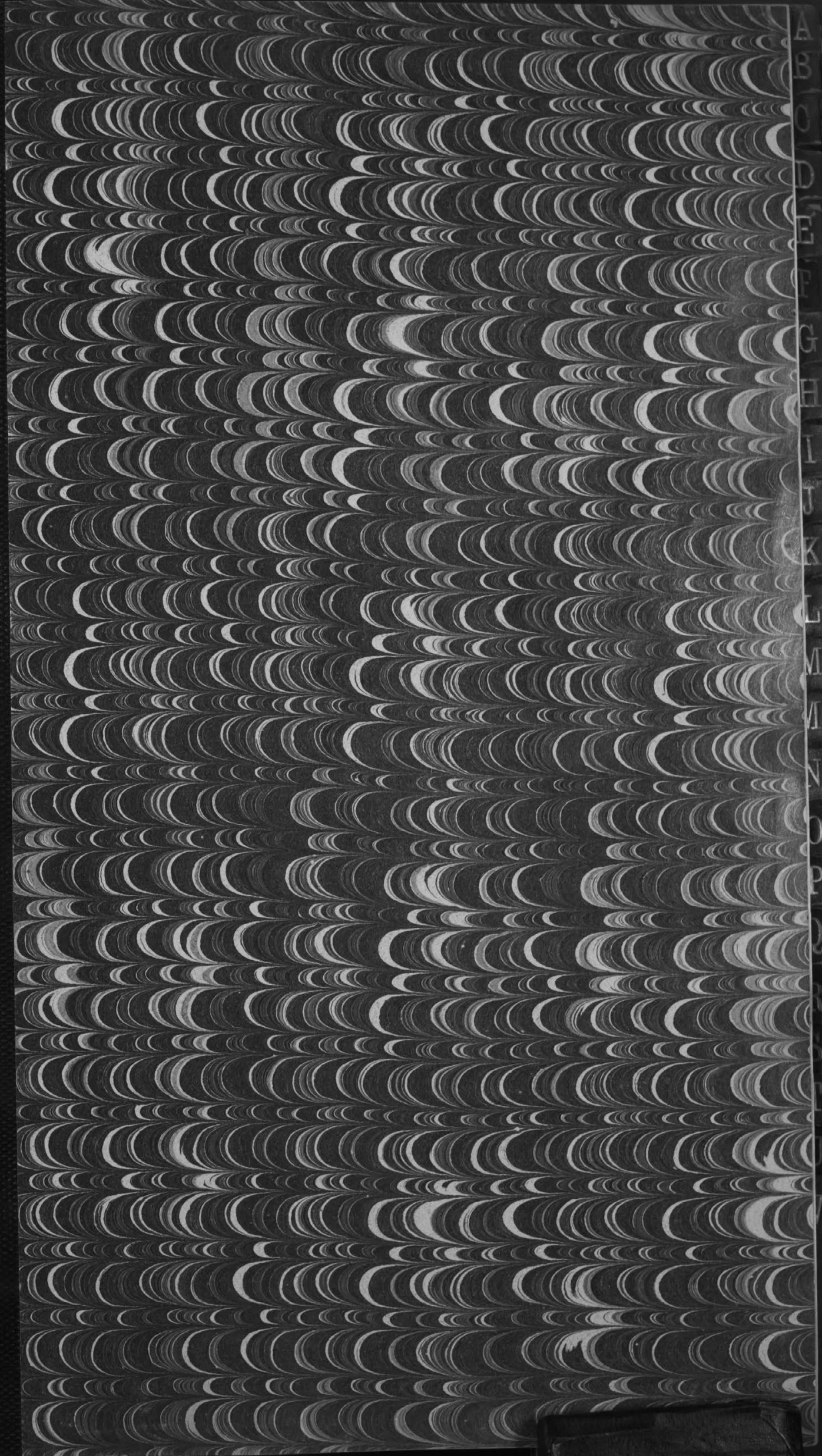
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Please continuance and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of April Term: On the 8th day of April in the year of our Lord, One Thousand eight Hundred and Ninety Five -

Be it remembered that herebefore to-wit, on the 9th day of April A. D. 1895; The Peoples Bank of Marysville Ohio filed in the Clerks office of the said Court of Common Pleas the following Petition against William Kay and Mary Kay to-wit:

The State of Ohio }
Union County ss. } Court of Common Pleas.

The Peoples Bank }
of Marysville Ohio. }
vs } Petition.
William Kay et al }

6902

The Peoples Bank is a partnership organized for the purpose of doing business in the State of Ohio.

The defendants, on the 16th day of March A. D. 1893 executed and delivered to The Peoples Bank a promissory note of that date with the warrant of Attorney annexed true copies of which warrant and note with all the indorsements thereon are hereto attached, marked "Exhibit A," and made a part of this petition.

Said note is unpaid, and there is now due the plaintiff on said note the sum of Two Hundred dollars with interest at the rate of eight per cent per annum from the 9th day of September A. D. 1893.

Wherefore plaintiff prays judgment against said defendants for the sum of Two Hundred dollars with interest thereon from the 16th day of September A. D. 1893, at the rate of 8 per cent per annum till paid and for costs of suit.

J. E. Griffith Attorney
for Plaintiff.

The State of Ohio }
Union County ss. }

J. E. Griffith being sworn says that he is the attorney of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only that said instrument in writing is in his possession and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

J. E. Griffith

Sworn to by said J. E. Griffith before me and by him signed in my presence this 9th day of April A. D. 1895.

Seal

J. W. Sutton
Notary Public.

The State of Ohio } ss: Court of Common Pleas.
Union County }

The Peoples Bank
& Marysville Ohio

vs
Answer

William Guy Ed
Mary Guy

6902

By virtue of the warrant of attorney annexed to and returned in the foregoing petition, I an attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein and confess a judgment in favor of said plaintiff, against said defendant on said note for the sum of Two Hundred Twenty five dollars and Forty Cents, being the amount appearing due for principal and interest on said note, and also for costs of suit taxed and to be taxed; and I do hereby release and waive all exceptions errors and rights of appeal in the premises.

R. M. Berry, Attorney for Defendant.

The Peoples Bank
& Marysville Ohio

Judgment-Entry

Journal 17-Page 199.

vs
William Guy
Ed Mary Guy

6902

April 10th the following Judgment-Entry was filed.

This day came the plaintiff by their attorney; also appeared in open court for and on behalf of said defendant R. M. Berry, an attorney at law of this Court; and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant and waived the issuing and service of process in this action and confessed a judgment on said note against said defendant and in favor of said plaintiff, for Two Hundred and Twenty five dollars and forty cents being the amount of the principal and interest due on said note and for the costs taxed and to be taxed and released and waived all exceptions errors, and rights of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Two Hundred Twenty five dollars and forty cents, being the amount of said note with interest computed at eight per cent per annum from the 16th day of September A. D. 1878, and also their costs herein expended taxed at \$2.23

attest J. M. Gannell clerk.

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Please continuance and held at the Court House in
Marysville within and for the County of Union in the Sixth
Judicial District of the Court of Common Pleas of the State
of Ohio, before the Honorable John A. Price Judge of the said
Court of the term of April to-wit: on the 8th day of April in the
year of our Lord One Thousand Eight Hundred and Ninety Five.

Be it remembered that heretofore to-wit on the 9th day of April
A. D. 1894, H. N. Dwigley filed in the Clerk's Office of the said Court
of Common Pleas the following Petition against P. H. Wynegar to-wit:

The State of Ohio }
Union County ss: } In the Court of Common Pleas.

H. N. Dwigley }
vs } Petition
P. H. Wynegar }

6659

The plaintiff for his cause of action in the above
entitled cause says that he is the owner and entitled to the
immediate possession of the following described goods and chattels,
to-wit: Six (6) tons he the same more or less of Pea Coal of the
value of Twenty five Dollars (\$25.00)

The plaintiff says and complains of the defendant that
said defendant wrongfully detains said goods and chattels
from the possession of the plaintiff and has wrongfully detain-
ed said goods above described for the space of four days to
the plaintiffs damage in the sum of Fifty Dollars (\$50.00).

The plaintiff therefore prays judgment against said
defendant for a return of said goods and chattels or for the
value of the same if they be not returned and for this his
damages by him sustained and for costs.

Corlier Ed Corlier and
H. N. Dwigley
Attorneys for Plaintiff

The State of Ohio
Union County ss:

H. N. Dwigley being by me first duly sworn de-
posed and says that the facts stated in the foregoing his
petition are true and correct as he verily believes.

H. N. Dwigley

Sworn to before me and in my presence
subscribed by the said H. N. Dwigley this 9th day of April
A. D. 1894. Andrew A. Mowry
Notary Public

Afterwards ^{Mistake, beginning page} on the 2nd day of July A. D. 1894, the
following answer was filed by the Clerk of said Court to-wit:

H. N. Dwigley }
vs } Court of Common Pleas Union County O.
O. F. Gill }

6659

The defendant in answer to the petition
of the plaintiff, denies each and every allegation
therein contained.
James E. Robinson
Atty for defendant.

answer

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The State of Ohio,
Union County, ss:

I C. F. Gill defendant in the above
entitled action do solemnly swear that the facts stated
in the foregoing answer are true as I believe.

M. F. Gill.

Subscribed in my presence and sworn to
before me this 2nd day of July A. D. 1894.

J. M. Sanders
Notary Public.

(Seal)

H. N. Dingley } Court of Common Pleas
vs } Union County Ohio.
P. H. Wymyar }

Now comes C. F. Gill and moves the Court
that he be substituted for P. H. Wymyar as the defendant
in the above entitled action, for the reason that he
was the plaintiff in the execution out of which this action
grew, and that P. H. Wymyar became possessed of the property
sought to be reclaimed by plaintiff's petition in his
official capacity as Constable acting in behalf of the
said C. F. Gill.

James E. Robinson
Atty for C. F. Gill.

Afterwards on the 2nd day of July A. D. 1894, the
following Entry was filed by the Clerk of said Court.

H. N. Dingley } Court of Common Pleas
vs } Union County Ohio.
P. H. Wymyar }

This cause came up on motion of C. F. Gill that he
be substituted as the defendant in the stead of P. H. Wymyar.
Motion granted and leave to file answer.

Porter & Porter

Afterward on the 2nd day of July 1894 the following
Answer was filed by the Clerk of said Court to wit:

H. N. Dingley } Court of Common Pleas
vs } Union County Ohio.
C. F. Gill }

The defendant in
Answer to the petition of the plaintiff denies each and
every allegation therein contained.

James E. Robinson Atty for D.F.

State of Ohio,
Union County, ss:

I C. F. Gill defendant in the above enti-
tled action do solemnly swear that the facts stated in
the foregoing answer are true as I believe. M. F. Gill

Objection
6659

Entry
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Answer
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Subscribed in my presence and sworn to before me this 2nd day of July 1894.

J. M. Sanders
Notary Public.

Entry
6569

Afterward on the 30th day of January A.D. 1895, the following Entry was filed by the clerk of said Court to wit:
H. N. Quigley } Court of Common Pleas
vs } Union County Ohio,
Chas Hill }

This cause came on for trial this 30th day of January 1895; and was continued by the showing of plaintiff and at his costs.

It is therefore adjudged that the defendant recover of the plaintiff his costs in this case of this term taxed at \$

Prima & Secunda



Entry
No. 6659

Afterwards on the 18th day of April 1895, the following Entry was filed by the clerk of said Court:

H. N. Quigley }
vs }
Chas F. Hill }

This cause this cause is settled by the agreement of the parties hereto as follows.

- First = Both parties waive the Trial by Jury.
- Second = The plaintiff agrees and consents that Judgment be entered against him in the sum of \$ 20.90 and for the costs of this action excepting the costs of the witnesses of today which are to be paid by the defendant.

It is therefore considered and adjudged by the Court that the defendant recover of the plaintiff said sum of \$ 20.90 and the costs of this action excepting therefrom the fees of the witnesses of today.

Quigley ^{per} Porter ^{per} Porter
James C. Robinson.

attest
J. N. Hosmer
Clerk



Cause continued and held at the Court House in
Marysville within and for the County of Union, in the Fifth
Judicial District of the Court of Common Pleas of the State of
Ohio, before the Honorable John H. Price Judge of the said Court,
of the Term of January to wit: On the 13th day of January A.D.
in the year of our Lord One Thousand Eight Hundred and
Ninety Six.

Be it remembered that on the ~~13th~~ ^{9th} day of ~~January~~ ^{March} A.D.
1896, The Peoples Bank filed in the Clerks office of the said Court
of Common Pleas the following Petition against D. H. Moore &
Mary A. Bell to wit:

Petition
7036

The Peoples Bank vs
D. H. Moore and
Mary A. Bell
Court of Common Pleas
Union County, Ohio

The plaintiff says this their action is founded
upon a promissory note, of which the following is a copy, with all
the credits and indorsements thereon:

And they hereby authorize any Attorney at Law to appear for
them in an action on the above note, at any time after the same
becomes due, in any Court of record in or of the State of Ohio,
waive the issuing and service of process against them and
confess judgment in favor of the legal holder of the above
against them for the amount that may be due, with interest
at the rate therein mentioned, and costs of suit; and to
waive and release all errors in said proceedings, petitions
in error, and the right of appeal from the judgment rendered.
\$496 98

Marysville Ohio, July 5th 1896.

Six months after date, as principal debtors, we jointly
and severally promise to pay to the Peoples Bank or order, at
Marysville, Ohio, Four Hundred and Ninety six and 98/100 Dollars,
for value received.

And we hereby dispense with the demand of payment of
this note, and authorize any Attorney at Law to appear for us,
at any time after the same shall become due, in any Court
of Record in the State of Ohio, or elsewhere, and waive the issu-
ing and service of process, and confess judgment against us,
or either of us, in favor of the holder or holders of this note, for
the amount of said note, with eight per cent interest payable
annually after the same shall become due, together with costs
of suit, and release all errors, and waive all rights of appeal
in this behalf.

Witness our hands and seals this 5th day of July 1896.
D. H. Moore.
Mary A. Bell.

There is due to plaintiff from the defendant on said note
the sum of Five Hundred and Three & 9/10 Dollars (\$503 90) which
A.D. 1896, at 8 per cent. per annum, and for which with costs
of suit they ask judgment against the defendant - J. J. Kithum for Plf.

Answer.
7036

Entry
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The State of Ohio, Union County ss:

E. S. Chapman being sworn, says that he is the Cashier of said The "Peoples Bank" and that the facts stated and allegations in said petition are, as affiant believes true.

E. S. Chapman.

I sworn to before me, and signed in my presence this 9th day of March A. D. 1896.



J. A. Gosnell Clerk.

Answer. 7036

The Peoples Bank vs D. H. Moore et al Court of Common Pleas Union County Ohio.

The defendants D. H. Moore and Mary A Bell now come by John W. Brodrick Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein; and said defendants by John W. Brodrick said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff have in their petition set forth, and that the amount due upon said indebtedness on March 9th 1896, the sum of Five Hundred Three & 60/100 Dollars bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from March 9th 1896, at 8 per cent. per annum, and accruing costs confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

John W. Brodrick Attorney for Defendants.

Entry 7036

The Peoples Bank vs D. H. Moore et al Court of Common Pleas Union County Ohio.

This day came the plaintiff by E. J. Arthur, Attorney, and filed their petition against said defendants, and thereupon John W. Brodrick an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as they have in their petition alleged by virtue of said warrant of Attorney, confessed that

there was due from said defendants to said plaintiff, on said indebtedness, the sum of Five Hundred and Three & 69/100 Dollars, bearing interest at 8 per cent. per annum, from March 9th 1896, and that said plaintiff ought to recover of said defendants a Judgment for that sum.

It is therefore considered by the Court here that the said The Peoples Bank plaintiff recover of the said D. H. Moore and Mary A. Moore ~~and~~ defendants the sum of Five Hundred Three and 69/100 Dollars so confessed, as aforesaid, with interest from March 9th 1896, at 8 per cent. per annum, and also costs in this behalf expended taxed to \$ and by virtue of said Warrant of Attorney all errors in this action, Judgment and proceedings, and all proceedings, petitions and writs of error thereon, are by said defendant-waived and released.

Attest
J. M. Hornell
Clerk.

Please continued and held at the Court House in Marysville, within and for the County of Union in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to wit: On the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit, on the 13th day of October 1894 George Beecher filed in the Clerks office of the said Court of Common Pleas the following Petition against Edward Morgan to wit:

Petition
6826

George Beecher
vs
Edward Morgan
Court of Common Pleas
Union County, Ohio.

Plaintiff says that on or about the 12th day of April 1894, he sold to the defendant Edward Morgan a lot of lumber in tree then standing on this plaintiffs farm in Mill-Creek Township, Union County, Ohio, for the following prices, Oak (Red) 60¢ per hundred feet in log. Oak (White & Burr) 65¢ per hundred. Elm, Soft-Maple and Lym 40¢ per hundred, and all to be paid as soon as said trees were cut and logged.

That there was about twenty five acres of said wood land that the said defendant agreed to make statements to this plaintiff, as he scaled said logs, that he has failed to advise this plaintiff of the number of feet he has cut on said lands, but this plaintiff is informed by measuring the trees cut on said 25 acres that he had sawed and sold a great many. Discontinued by order of C. H. Curoshaw
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Petition
6936

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Please continued and held at the Court House in Mans-
ville within and for the County of Union in the Tenth Judicial
District of the Court of Common Pleas, of the State of Ohio, before the
Honorable John A. Rice Judge of said Court of the Term of September
to wit: On the 9th day of September in the year of Our Lord One thousand
and Eight hundred and Ninety five.

Be it remembered that herebefore to wit: On the 20th day of July A. D.
1895: The Connecticut Mutual Life Insurance Company filed in the
Clerks office of the said Court of Common Pleas the following Petition
against George W. Peck and others to wit:

Petition
6936

The Connecticut Mutual
Life Insurance Company.
against
George W. Peck and
Rachel C. Peck
his wife, and
William H. Peck Ed
Elizabeth M. Peck
his wife.

In the Court of Common Pleas
Union County, Ohio.

Petition For Money, Sale of Mortgaged Lands,
and Relief.

The said plaintiff, The Connecticut Mutual Life
Insurance Company, a corporation duly organized under and by virtue
of the laws of the State of Connecticut, and authorized to do business in
the State of Ohio, complains of the defendants, and for its first cause of
action says:

That on the 20 day of March A. D. 1890, the said defendants George
W. Peck, William H. Peck and Elizabeth M. Peck made, executed
and delivered to plaintiff their certain principal promissory note, a
true copy of which, with all credits and endorsements thereon, is in the
words and figures following, to wit:

Number		Dollars
229.	First Mortgage note and Coupons.	4500
	Mansville, Ohio. March 20 th 1890.	

Five years after date we promise to pay to the order
of The Connecticut Mutual Life Insurance Company, Four thousand
Five hundred Dollars, negotiable and payable at the office of said
Company in Hartford Connecticut. value received, with interest at
eight per cent. per annum after due until paid.

The interest on this note to maturity, is represented by coupon
interest notes hereto attached, which, with this principal note, are
secured by first lien on property described in the mortgage deed
given to secure the same.

This note is payable without grace. The makers have the
right to prepay this note in installments of \$100 or any multiple
thereof at any interest pay day, and such payments shall stop
interest at the rate of six per cent. per annum on the amount
so paid, from time of such payment.

George W. Peck.
William H. Peck
Elizabeth M. Peck.

That this plaintiff is now the legal owner and holder of said

promissory note, and that no payments have been made thereon and the same is now due and wholly unpaid.

That there is now due plaintiff on said promissory note from said defendants George W. W. Peck, William H. W. Peck and Elizabeth W. W. Peck the sum of Four thousand and five hundred Dollars (\$4500⁰⁰), with interest on \$4500⁰⁰ thrust at the rate of 8 per cent. per annum payable annually from the 26th day of March A. D. 1890; for which amount plaintiff asks judgment.

For Second cause of action the plaintiff says: That all allegations and averments made in respect to said promissory note, set forth in its first cause of action, are hereby made a part of this its second cause of action.

That in order to secure the payment of said promissory note set forth in its said first cause of action, and the interest accruing thereon, the said defendants George W. W. Peck, Rachel C. W. Peck his wife, and William H. W. Peck and Elizabeth W. W. Peck his wife executed, acknowledged and delivered to the plaintiff The Connecticut Mutual Life Insurance Company their mortgage deed on said 26th day of March A. D. 1890, and thereby conveyed to the plaintiff, The Connecticut Mutual Life Insurance Company, its successors and assigns forever the following described premises, lands and tenements, to wit:

Situated in the Township of Washington County of Union and State of Ohio, and known as being situated in the County of Union in the State of Ohio and bounded and described as follows:

Beginning at a stake and two bushes in the Greenville treaty line the southwest corner of Richard Davis survey No. 10938; thence North 10° 4' west 231 poles to four bushes the northwest corner of said survey in the line of Roberts & Latham's entry No. 10880; thence south 79° 20' west 155 poles to the southwest corner of said survey in the line of James Taylor; thence south 10° 4' east 231 poles to a stake in said treaty line; thence north 79° 20' east 155 poles with said line to the place of beginning, containing 223 1/2 acres, more or less. being all of Virginia Military Survey No. 10938 in the name of Robin Dugan and being the same land conveyed by Henson S. Penn to William H. W. Peck and recorded in Union County, Ohio, Deed records, Volume 19, page 15.

The said defendants Rachel, & Elizabeth W. W. Peck wife of said George W. and Wm H. W. Peck respectively joined their said husbands in the execution, acknowledgment and delivery of said mortgage deed, and thereby did remise, release, and forever Quit-Claim into the plaintiff, The Connecticut Mutual Life Insurance Company its successors and assigns forever all their right and title of power in and to the above described premises.

On the 21st day of March A. D. 1890, at 1 O'clock 25 minutes P.M. of said day said mortgage deed was left for record in the office of the recorder of said County of Union and the same was duly recorded by him in Volume 28, Page 406 of records of Mortgage, Deeds, on the 22nd day of March A. D. 1890.

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Said mortgage deed has a certain condition therein written that if the said grantors their heirs, assigns, executors or Administrators, shall well and truly pay said principal promissory note, together with the Coupon interest notes as they should severally become due, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void; otherwise to be and remain in full force and virtue in law.

The conditions of said mortgage deed has been broken, and the same has become absolute by the non-payment of said promissory note and the interest accruing thereon, as herein set forth.

The plaintiff by virtue of said mortgage deed has a good and valid claim upon the premises therein described, which is the first and best lien thereon.

That all the other defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but the plaintiff is unable to state the nature or extent thereof, other than that all such liens and claims, if any, are junior and subordinate to the lien of the plaintiff's said mortgage.

The plaintiff prays that all of the defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon the said mortgaged premises, if any they have, and the time or times when the same attached thereto.

Wherefore, the plaintiff, The Connecticut Mutual Life Insurance Company prays judgment against the said defendants, Geo. W. and Mrs. H. and Elizabeth M. McKee for said sum of Four Thousand Five Hundred Dollars (\$4500⁰⁰), with interest on \$4500⁰⁰ thereof at the rate of 8 per centum per annum, from the 20th day of March A. D. 1896.

And the plaintiff further prays that the priority of the several liens and claims on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first to the payment of Taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the plaintiff's lien in its proper order of priority, and if said premises should not sell for a sum sufficient to satisfy the plaintiff's lien, that an execution issue, as upon judgment at law, for any unsatisfied balance, and that it may have such other and further relief as in equity it may be entitled to.

The Connecticut Mutual Life Insurance Company.
By J. H. Kinkade and
Holstein & Barrett
its Attorneys.

The State of Indiana. Marion County ss:

Charles L. Holstein being duly sworn says that he is one of the Attorneys of record for the plaintiff herein; that said plaintiff is a corporation organized under and by virtue of the Laws of the State of Connecticut, leaving

its office and principal place of business at Hartford in said State; that the officers and general managers of said Company are not residents of the State of Ohio, and are now absent from County, Ohio, and from State of Ohio and Indiana as well, and that the matters and things alleged and set forth in the within and foregoing petition are true, as he verily believes.

Charles L. Holstein.

Sworn to by the said Charles L. Holstein before me, and by him subscribed in my presence, this 16th day of July A.D. 1896.

William B. Hubbard



Notary Public

Marion County Indiana.

The State of Ohio, Union County ss:

The Connecticut Mutual Life Insurance Company

In the Court of Common Pleas.

against

George W. Peck and Rachel W. Peck his wife, and William H. Peck and Elizabeth W. Peck his wife.

Receipt

To the Clerk of said County.

Issue a summons for said defendants directed to the Sheriff of Union County, Ohio, and returnable according to law.

Endorse: "Action for money, sale of mortgaged lands, and Relief." Amount claimed \$4500⁰⁰ with interest on \$4500⁰⁰ thereof at the rate of 8 per centum per annum from the 20th day of March, 1896.

July 15th 1896. The Connecticut Mutual Life Insurance Company, By J. H. Kinrade Ed Holstein & Barrett its Attorneys.

Afterwards on the 23rd day of July A.D. 1896, the following summons was issued by the Clerk of said Court to wit:

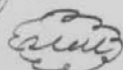
The State of Ohio, Union County ss:

To the Sheriff of said County:

You are hereby commanded to notify George W. Peck, Rachel W. Peck, William H. Peck and Elizabeth W. Peck, that they have been sued by The Connecticut Mutual Life Insurance Company, in the Court of Common Pleas of Union County, and must answer by the 24th day of August A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 5th day of August A.D. 1896.

Witness my hand and the seal of said Court, this 23rd day of July A.D. 1896.



J. N. Gosnell Clerk

Receipt

6936

Summons

Sheriff Return.

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Entry 6936

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The State of Ohio, Union County ss:	
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Received this writ July 28th A.D. 1895, at 2 O'clock P.M. and served same by handing a true copy of this writ with the endorsements thereon to George W. W. Peck and Rachel W. Peck, personally on the 29th day of July 1895. William H. W. Peck and Elizabeth W. Peck not found.

Wm. S. Snodgrass Sheriff.

Afterward on the 2nd day of December A.D. 1895, the following entry was filed in the Clerks office to wit:

Entry 6936

The Connecticut Mutual Life Insurance Company
 against
 George W. Peck and others

Court of Common Pleas,
 Union County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff.

The said defendant George W. W. Peck and Rachel E. W. W. Peck his wife being in default for answer or demurrer to the petition of the plaintiff, and the Court having heard the proffs and evidence adduced by the parties and being fully advised in the premises doth find.

1. All and singular the statements contained in said petition to be true
2. That there is now due to the plaintiff from the said defendant George W. W. Peck upon said promissory note in the said first cause of action set forth in the plaintiffs petition, the sum of Four Thousand Six Hundred and Seventy dollars (\$4670⁰⁰) which is entitled to draw interest from the first day of the present term of this Court, to wit: from September 9th 1895, at the rate of 8 per centum per annum payable semi annually.
3. And that except taxes upon said mortgaged premises and costs of this suit, the said lien of the plaintiff herein is the first and best and only lien upon the premises in the petition described.

Wherefore, it is adjudged by the Court that the plaintiff herein recover against the said George W. W. Peck the said sum of \$4670⁰⁰ with interest at 8 per centum per annum payable semi annually from September 9th 1895, together with its costs in this behalf expended taxed at \$ for which execution is awarded.

And it is further ordered by the Court that unless the said defendant George W. W. Peck pay or cause to be paid said above adjudged sum of money to the plaintiff within 30 days from the date of the entry hereof, an order of sale issue to the Sheriff for the time being of said County, commanding him as such said Sheriff to cause said premises to be appraised, advertised and sold as upon execution, and that he bring the proceeds of such sale into Court to be distributed according to its further order.

J. H. Kirkhald
 Attorney for Plaintiff

Hartford, Conn. Feb. 15th 1896.

The sum of Forty Eight Hundred & Thirty Dollars (\$4830.) in full satisfaction of the decree of which the foregoing is a certified copy in favor of the Connecticut Mutual Life Insurance Company of Hartford Connecticut, against George W. W. Peck, Common Pleas Court, Union County Ohio, has been received by said Insurance Company.

Witness
C. B. Thompson
Francis H. Hills

Connecticut Mutual Life Insurance Company
By Jacob L. Green Pres:
and Edward M. Bunsel Secy.

State of Connecticut }
County of Hartford } ss:

Personally appeared before me this 15th day of February A.D. 1896 Jacob L. Green President and Edward M. Bunsel Secretary known to me to be the President and Secretary respectively of The Connecticut Mutual Life Insurance Company and acknowledged that they executed the above satisfaction as their free act and deed and, and the free act and deed of said Company.

In witness whereof I hereunto set my hand and Notarial seal the date above mentioned.

Chas B. Thompson
Notary Public.

Attest
J. M. Gamell
Clerk.



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Please continued and held at the Court House in Mansfield within and for the County of Linn, in the South Judicial District of the Court of Common Pleas, of the state of Ohio, before the Honorable John A. Rice Judge of said Court of the Term of January to-wit: On the 13th day of January in the year of our Lord One thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, On the 20th day of September A. D. 1895, The Connecticut Mutual Life Insurance Company filed in the Clerk's office of the said Court of Common Pleas the following Petition against Phineas Bell et al to-wit:

Petition
6966

The Connecticut Mutual Life Insurance Company.

Court of Common Pleas
Linn County, Ohio.

against
Phineas Bell, Hannah
E. Bell his wife, A. K. Winthorn,
S. W. Winthorn, Mable Bell,
Ola Bell, Lawrence Bell
Emma F. Bell & Charles D.
Chapman & J. C. Griffith
Administrators of the estate
of Albert S. Chapman deceased.

Petition for money, sale of mortgaged
lands and relief.

The said plaintiff, The Connecticut Mutual Life Insurance Company a corporation duly organized under and by virtue of the laws of the State of Connecticut, and authorized to do business in the state of Ohio. complains of the defendants and for its First Cause of action says:

That on the 16th day of January A. D. 1895, said defendant Phineas Bell, made, executed and delivered to Joseph A. Moore, Trustee, of Indianapolis, his certain principal promissory note, a true copy of which, with all credits and endorsements thereon, is in the words and figures following to-wit:

No 1571. First Mortgage Coupon Note. \$200.
Mansfield Ohio, January 16, 1895.

Five years after date I promise to pay to the order of J. A. Moore, Trustee, of Indianapolis Indiana. Twenty five dollars, negotiable and payable at the office of Winslow Lavin & Co. New York City - Value received with interest at eight per cent. per annum after due, until paid, the interest on this note to maturity is represented by Coupon notes hereto attached, which with this principal note are secured by first lien on property described in the mortgage given to secure the same. This note is payable without grace.

The maker has the right to pay this note at any time after one year by giving ninety (90) days notice to the payee.

(Signed) Phineas Bell.

The following are the only credits and endorsements thereon, viz:

Indianapolis Ind. January 30, 1889,

For value received I hereby assign and transfer the within note and coupons attached and all benefits to be derived therefrom to The Connecticut Mutual Life Insurance Company -

Joseph A. Moore Trustee.
By Chas. E. Barrett Atty. in fact.

State of Indiana, Marion County ss:

Before me John C. Hardie, a Notary Public within and for said County and State personally came Charles E. Barrett the Attorney

in fact of Joseph A. Moore, and acknowledged the execution of the said above assignment.

Witness my hand and Notarial seal this 30th day of January 1889.



John C. Hardie

Notary Public, Marion Co. Ind.

On the 30th day of January 1889, and before said note became due, the said Joseph A. Moore, Trustee, by his Attorney in fact Charles E. Barrett indorsed and delivered the same to this plaintiff.

That this plaintiff is now the legal owner and holder of said promissory note, and that no payments have been made thereon, and the same is now due.

That there is now due to the plaintiff on said promissory note from said defendant Phineas Bell the sum of Twenty five dollars (\$25⁰⁰) with interest on said Twenty-five dollars at the rate of eight (8) per cent per annum from the 16th day of July 1888 making due on the 16th day of September 1895, the sum of Thirty-nine dollars and thirty four cents \$39³⁴ for which amount the plaintiff asks judgment, with 8% interest thereon.

For a Second Cause of Action plaintiff says:

That as a part of the same transaction as the execution of the principal note set out in the first cause of action herein, on said 16th day of January 1895.

The said defendant Phineas Bell, executed to the said Joseph A. Moore Trustee his ten certain Coupon interest notes representing and evidencing the semi-annual installments of interest payable on said principal note and payable to the order of the said Joseph A. Moore Trustee, in 6-12-18-24-30-36-42-48-54-and 60 months after date respectively each for the sum of (\$1⁰⁰) One dollar, with eight per cent. interest per annum after maturity.

That the first six maturing of said Ten Coupon interest notes are paid: that the remaining four are wholly unpaid.

That on the 30th day of January 1889 the said Joseph A. Moore Trustee by his Attorney in fact Charles E. Barrett by assignment of the principal note as set forth in the plaintiffs first cause of action, (which is therein duly set forth and hereby made a part of plaintiffs second cause of action) indorsed and delivered together with said principal note the Coupon interest notes thereto attached to this plaintiff and before all of said Coupon notes became due.

And this plaintiff is still the legal holder and owner of the same.

That a true copy of the ten of said Ten Coupon interest notes is in the words and figures following to wit:

Manassasville Ohio, January 16th 1888
Forty-two months after date I promise to pay to the order of Jos. A. Moore Trustee, One dollar, Negotiable and payable at the office of Winston Lammie & Co. New York City, value received with interest at eight per cent per annum after maturity, this note is payable without grace.
Due July 16, 1888.

(Signed) Phineas Bell

That the 7th Coupon interest note is due and wholly unpaid, and plaintiff asks judgment thereon against the said maker thereof, the said defendant Phineas Bell for One dollar with 8 per cent interest

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From July 16, 1888, thence making amount due Sept. 16, 1895; One dollar and fifty seven cents (\$1.57) for which plaintiff asks judgment with 8 per cent.

For Third Cause of Action. The plaintiff says:

That all the allegations and averments made in respect to said promissory note, set forth in the first and second cause of action, are hereby made a part of this its third cause of action.

That in order to secure the payment of said promissory note set forth in the first and second cause of action in this petition, and the interest accruing thereon, the said defendant Phineas Bell and Hannah B. Bell his wife, executed and acknowledged and delivered to Joseph A. Moore, Trustee, their mortgage deed on said 16th day of January, 1885, and thereby conveyed to the said Joseph A. Moore, Trustee, his successors and assigns forever, the following described premises, lands and tenements, to wit: Situated in the Township of Hill Creek, County of Union, and State of Ohio, and known as a part of Survey No. 5777.

Beginning at a stone in the center of the Henderson gravel road where the Bell gravel road intersects said Henderson Road, Thence South 11² East 50 poles to a stone, Thence South 77¹/₂² West 112 poles to a stone corner to lands formerly owned by A. J. Cullin, Thence North 6¹/₂² West 90 poles to the center of said Henderson gravel road, Thence in a South-easterly direction following the center of said road to the place of beginning containing 49 Acres.

The said defendant Hannah B. Bell wife of said Phineas Bell joined her said husband in the execution, acknowledgment and delivery of said mortgage deed, and thereby did remise, release and forever quit claim unto the said Joseph A. Moore, Trustee, his successors and assigns forever, all her right and title of dower in and to the above described premises.

On the 2nd day of April 1885 at 2nd O'clock P.M. of said day said mortgage deed was left for record in the office of the Recorder of said County of Union, and the same was duly recorded by him in Vol. 22 page 140 of Records of Mortgage deeds, on the 7th day of April 1885;

Said mortgage deed has a certain condition thereunder written, that if the said grantors and mortgagors, their heirs, assigns, Executors, or Administrators, shall will and truly pay said principal promissory note, together with said Coupon interest note as they should severally become due, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void; otherwise to be and remain in full force and virtue in law.

The conditions of said mortgage deed has been broken, and the same has become absolute by the non-payment of said promissory note and the interest accruing thereon as herein set forth.

The plaintiff by virtue of said mortgage deed, has a good and valid claim upon the premises therein described, which is the first and best lien thereon.

Said mortgage deed has also a condition therein written and contained, that in the event of the non-payment at maturity of any Coupon interest note therein named said principal note might then become due and interest thereon be computed at eight per cent per annum from date of said default and said mortgage be foreclosed at the option of the grantee his successors or assigns, without any notice or

demand, and the plaintiff has elected to exercise said option and said Mortgage is foreclosed because said Coupon interest note named in said Mortgage payable on the 16th day of July 1888 and set forth in the second cause of action herein is due and wholly unpaid, and wherefore said principal note also became due on the said 16th day of July 1888 by reason of the non-payment of said Coupon interest note and is now due and collectable with 8 per cent interest from July 16, 1888.

Said Phineas Bell has neglected and declined to pay said principal note or Coupon interest note or the interest thereon, although often requested so to do, and hence this suit.

That on the 31st day of January A.D. 1889, the said Joseph A. Moore Trustee by his Attorney in fact Chas. C. Barrett for a valuable consideration in hand paid, transferred and assigned all his right, title and interest in said Mortgage deed to this plaintiff The Connecticut Mutual Life Insurance Company, by his written assignment indorsed on said Mortgage deed, and duly acknowledged before a Notary Public, which said assignment was duly entered on the records of Union County, Ohio

On the 31st day of May 1889 by the Recorder of said County the plaintiff is now the legal owner and holder of said Mortgage deed by reason of the premises, that all the other defendants herein named have or claim to have a lien upon, or other interest in said mortgaged premises, but the plaintiff is unable to state the nature or extent thereof, other than all such liens and claims if any are junior and subordinate to the lien of the plaintiff's said Mortgage.

The plaintiff prays that all of the defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer the same and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises if any they have and the time or times when the same attached.

Wherefore the plaintiff The Connecticut Mutual Life Insurance Company prays judgment against the said defendants Phineas Bell and Hannah C. Bell, for said sum of Twenty six dollars (\$26.00) with interest thereon at the rate of 8 per cent per annum from the 16th day of July 1888, making \$40.00 due September 16th 1890, for which amount plaintiff asks judgment with 8 per cent interest.

And the plaintiff further prays that the priority of the several liens and claims on said mortgaged premises may be established;

That the said premises may be ordered to be sold according to law;

That the proceeds of such sale may be applied;

First:- To the payment of taxes, if any are due on said premises;

Second:- To the payment of the costs of this action; and,

Third:- To the payment of the plaintiff's lien, in its proper order of priority, and if said premises should not sell for a sum sufficient to satisfy the plaintiff's lien, that an execution issue, as upon judgments at law, for any unsatisfied balance, that it may have such other and further relief as in equity it may be entitled to.

Receipt. 6966

Summons.

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The Connecticut Mutual Life Insurance Company.

By J. H. Kinkade and
Halstein & Barritt its Attorneys.

The State of Ohio, Union County ss:

J. H. Kinkade being duly sworn says:

That he is one of the Attorneys of record for the plaintiff herein;
That said plaintiff is a corporation organized under and by virtue of
the laws of the State of Connecticut, having its principal office and place
of business at Hartford in said State:

That the officers and general managers of said Company are not resid-
ents of the State of Ohio, and are now absent from Union County, Ohio, and
that the matters and things alleged and set forth in the within and
foregoing petition are true as he verily believes.

J. H. Kinkade.

Sworn to by J. H. Kinkade before me and by him subscribed in
my presence this 20th day of September A. D. 1896.

Seal

J. N. Roswell Clerk.

The State of Ohio, Union County ss:

The Connecticut Mutual
Life Insurance Company
against

Court of Common Pleas,
Union County, Ohio.

Phineas Bell et al To the Clerk of said Court:

Receipt.
6966

Issue a summons
to said defendants, directed to the Sheriff of Union County, Ohio, and
returnable according to law - Endorse - "Action for money, sale of
mortgaged lands and relief" Amount claimed \$402 with interest
thereon at the rate of 8 per centum per annum from Sept. 16, 1896.

The Connecticut Mutual Life Insurance Company.

By J. H. Kinkade & Halstein & Barritt
its Attorneys

To Clerk: Issue summons for defendants, Phineas Bell and Hannah
B. Bell his wife directed to the Sheriff of Delaware County, and returnable
according to law, Endorse as in above receipt.

J. H. Kinkade Atty.

Afterward on the 30th day of September A. D. 1896, the following sum-
mons was issued by the Clerk of this Court to wit:

Summons.

The state of Ohio }
Union County ss } To the Sheriff of Union County:

You are hereby commanded

to notify Phineas Bell, Hannah B. Bell, A. H. Winthorn, Mable Bell, Ola
Bell, Lawrence Bell, Emma F. Bell and Charles S. Chapman and J. E.
Griffith Administrators of the estate of Albert S. Chapman, deceased,
that they have been sued by The Connecticut Mutual Life Insurance
Company in the Court of Common Pleas of Union County, and
must answer by the 19th day of October A. D. 1896, or the petition of the
said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 30th day
of September A. D. 1896.

Witness my hand and the seal of said Court - this 20th day of September A.D. 1896.
J. N. Gosnell Clerk.

Sheriff's Return.

The State of Ohio }
Union County } ss:

Sheriff's Fee	
Ser. & Ret.	1 55
Milage	2 00
Copy	1 50
Total	5 05

Received this writ Sept. 21st A.D. 1896 at 9 O'clock A.M. and served same by delivering a true copy of this writ with the endorsements thereon, to C. S. Chapman and J. E. Griffith and Leable Bell personally, and to A. H. Winthorn, S. M. Winthorn, O. A. Bell, Lawrence Bell, and Emma Bell by leaving a copy at their usual place of residence on the 28th day of Sept. 1896; Phineas Bell and Hannat C. Bell not found.

Yours Truly,
J. S. Smolygrass, Sheriff.

October 25th, 1896, the following summons was issued, to wit:

Summons

The State of Ohio }
Union County } ss:

To the Sheriff of Delaware County: You are hereby commanded to notify Phineas Bell and Hannat Bell his wife that they have been sued by the Connecticut Mutual Life Insurance Company in the Court of Common Pleas of Union County, and must answer by the 23rd day of November A.D. 1896; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 4th day of November A.D. 1896.

Witness my hand and the seal of said Court, this 25th day of October A.D. 1896.

Seal

J. N. Gosnell Clerk.

Sheriff's Return.

The State of Ohio }
Delaware County } ss:

Sheriff's Fee	
Ser. & Ret.	25
Postage	04
Doc.	10
Milage	1 60
Copy	50
Total	\$ 2 49

Received this writ October 26th A.D. 1896, at 8 O'clock A.M. The within named Phineas Bell and Hannat Bell not found within my bailwick.

Stephen P. Thrall
Sheriff

November 12th A.D. 1896, the following summons was issued to wit:

The State of Ohio }
Union County } ss:

To the Sheriff of Union County: You are hereby commanded to notify Phineas Bell and Hannat C. Bell that they have been sued by The Connecticut Mutual Life Insurance Company in the Court of Common Pleas of Union County, and must answer by the 14th day of December A.D. 1896; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 25th day of November A.D. 1896. Witness my hand and the seal of said Court this 12th day of November A.D. 1896.

Seal

J. N. Gosnell Clerk

Sheriff's Return.

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Order of Sale.

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The State of Ohio
Union County ss:

Sherriff Return.

Sherriff's Fee	
Sub. & Ret.	65
Milage	1 12
Copy	30
Total	2 05

Received this writ November 13th A.D. 1895, at 9 O'clock A.M. and served same by handing a true copy of this writ with the indorsements thereon to Hannah C. Bell personally and to Phineas Bell by leaving a copy at his usual place of Residence on the 16th day of November 1895.

Wm. J. Smokeygrass Sheriff.

Order of Sale.

Afterward on the 29th day of January A.D. 1896 the following Order of Sale was issued by the Clerk of this Court to wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union, on the 16th day of January 1896, The Connecticut Mutual Life Insurance Company obtained a Judgment and Decree against Phineas Bell et al for the sum of Forty two (\$42⁰⁰) Dollars and Twenty one (\$21⁰⁰) 00/100 Dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Phineas Bell within Ten days from the 16th day of January A.D. 1896, pay unto the said The Connecticut Mutual Life Insurance Company the said sum of Forty Two (\$42⁰⁰) Dollars, with interest from the 16th day of January 1896, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at Law, to sell the real estate described in the plaintiffs petition, &c.

And Whereas the 10 days aforesaid have fully expired, and the said sum of Forty two (\$42⁰⁰) Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to-wit:

In the Township of Millcreek, and County aforesaid, and state of Ohio, and known as a part of Survey No 5477: Beginning at a stone in the center of the Henderson gravel road where the Bell gravel road intersects said Henderson road, thence S. 11^o E. 50 poles to a stone, thence S. 77 1/2^o W. 112 poles to a stone corner to lands formerly owned by H. J. Conkling, thence N. 6 1/2^o W. 90 poles to the center of said Henderson gravel road, thence in a southeasterly direction following the center of said road to the place of beginning containing 49 Acs.

We therefore Command You, that you proceed to carry said order, Judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said Judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 29th day of January A.D. 1896.

Seal

J. N. Gosnell Clerk by J. A. Gosnell Deputy Clerk.

Sheriff's Return	Sheriff's Fees	8	25
	Service		25
	Levy		25
	Sum. Appraisals	1	20
	Swear		25
	Conveying	1	00
	Writing Appraisal		25
	Copy of		25
	Notice to Creditors		25
	Affidavit		25
	Writing Notice		25
	Mileage	2	00
	Poundage		75
Return		25	
Tolals	7	20	
Appraisals	3	00	
Printers Fees	6	50	

The State of Ohio, Union County ss:
 In obedience to the order of Sale hereto annexed, I did on the 4th day of February 1896, summons J. H. Hest, L. C. Farnum and W. Hopkins, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards, on the 4th day of February A. D. 1896, said Appraisers returned to me under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at 1372.00 Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the fifth day of February 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 7th day of March A. D. 1896, at one O'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit:

February 15th 1896. This writ returned without sale, having received of Phineas Bell \$81.28 being judgment interest and costs in this case.

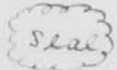
Wm. S. Smolgrass, Sheriff.

February 15th 1896, The following proof of publication was filed in the Clerks Office to-wit:

Proof of Publication.

The State of Ohio, Union County ss:
 The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning Feb. 5th 1896.

Sworn to and subscribed before me, this 15th day of February A. D. 1896.



Sheriff's Sale.

J. M. Hosnell Clerk
 By Geo. A. Hosnell Deputy.

Conn. Mutual Life Ins. Co.
 vs
 Phineas Bell et al

Order of Sale. Court of Common Pleas
 Union County, Ohio.

By virtue of the above writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, March 7, 1896, at or about the hour of one O'clock P. M. on said day the following described real estate to-wit:
 Situate in the township of Mill Creek, County of Union, State of Ohio.

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and bounded and described as follows: Known as a part of Survey No. 5477, beginning at a stone in the center of the Henderson gravel road where the Bell gravel road intersects said Henderson road, thence south 11° east 50 poles to a stone, thence south 71½° west 112 poles to a stone corner to lands formerly owned by H. J. Kouklin, thence north 6½° west 90 poles to the center of said Henderson gravel road; thence in a southeasterly direction following the center of said road to the place of beginning, containing 75 acres.

Appraised at \$28⁰⁰ per acre.

Terms of sale, Cash.

Wm. S. Indycross,
Sheriff Kinn County, Ohio.

February 5th 1896-5

Afterward on the 15th day of January A.D. 1896 the following Entry was filed in the Clerk's office to-wit:

The Connecticut Mutual Life Insurance Company.

Court of Common Pleas
Kinn County, Ohio.

6966

Phineus Bell and others

This day this cause came on to be heard by the Court upon the petition of the plaintiff, The Connecticut Mutual Life Insurance Company. The said defendants Phineus Bell and Hannah B. Bell his wife, A. L. Winthorn, S. M. Winthorn, Ota Bell, Lawrence Bell, Emma T. Bell and Chas. S. Chapman and Jno. C. Griffith Administrators of the estate of Albert S. Chapman, deceased, being each and all in default for answer or demurrer to the petition of the said plaintiff herein, and the Court being fully advised in the premises doth find:

1st: All and singular the statements contained in said petition to be true.

2nd: That there is now due to the plaintiff The Connecticut Mutual Life Insurance Company from the said defendant Phineus Bell, upon said promissory notes in said first and second causes of action set forth in the plaintiffs petition, the sum of \$40⁰⁰ with interest to the first day of this term of this Court at 8% making due on the first day of this term of Court to-wit: January 13, 1896, the sum of \$42 with interest at the rate of 8 per cent per annum from that date.

3rd: And that except what may hereafter be found due to the state viz. for taxes on said mortgaged property, the mortgage of the plaintiff is the first lien upon the lands described in the petition.

Wherefore it is adjudged by the Court that the plaintiff herein The Connecticut Mutual Life Insurance Company recover against the said Phineus Bell, the said sum of \$42 together with his costs in this behalf expended, taxed to \$ for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Phineus Bell pay or cause to be paid, said above adjudged sum of money to the said plaintiff within 10 days from the date of this Entry, an order of sale issue to the Sheriff for the time being of said County, commanding him as such said Sheriff to cause said premises to be advertised and sold as upon execution, and that he bring the proceeds of such sale into Court, to be distributed according to its further order.

Attest J. N. Doanell Clerk

Please continued and held at the Court House in Mansville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of January to wit: On the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 28th day of January A.D. 1896 The Peoples Bank of Mansville Ohio filed in the Clerk's office of the said Court of Common Pleas the following Petition against J. N. Knight & J. M. McElroy to wit:

Petition 7051

The Peoples Bank of Mansville, Ohio.

Court of Common Pleas Union County, Ohio.

J. N. Knight and J. M. McElroy.

The defendants, on the 7th day of April A.D. 1894, executed and delivered to The Peoples Bank of Mansville, O. a partnership organized for the purpose of doing business in the State of Ohio their promissory note of that date, with the Warrant of Attorney annexed, true copies of which Warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit-A" and made a part of this Petition.

"Exhibit-A"

\$320.⁰⁰

Mansville, Ohio, April 7, 1894.

Six months after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Mansville, Ohio, Three Hundred twenty & 00/100 Dollars, for value received.

And we hereby dispense with the demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, in favor of the holder or holders of this note, for the amount of said note, with Eight per cent. interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this 7th day of April 1894

J. N. Knight (Seal) J. M. McElroy (Seal)

Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of Three Hundred and Forty Six & 26/100 dollars and twenty six cents, with interest at the rate of eight per cent. per annum from the 6th day of January A.D. 1896.

Whereof plaintiff prays judgment against said defendant for the sum of Three hundred forty six dollars and twenty six cents, with interest thereon from the 6th day of January A.D. 1896, at the rate of 8 per cent. per annum till paid, and for costs of suit.

J. E. Griffet Attorney for Plaintiff.

Answer 7051

The State he is the an interest only, that that he ver are true, I sworn my presence

The Peoples Mansville vs J. N. Knight & J. M. McElroy

mentioned Courts of defendants and confessed defendants and sixty interest on and I do in the present

Entry 7051

The Peoples Mansville vs J. N. Knight & J. M. McElroy

in open Court law of this entered the application in this action and in favor cents, being in taxes, and premises.

It is demanded the being the annuum, herein expressed

The State of Ohio, Union County ss:

J. E. Griffith being sworn, says that he is the attorney of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

Sworn to by said J. E. Griffith before me, and by him signed in my presence, this 25th day of January A. D. 1896.

J. E. Griffith
J. H. Tilton
Notary Public

Answer.
7051

The Peoples Bank of
Waysville, Ohio
vs
J. N. Knight Esq
J. W. McElroy.

Court of Common Pleas
Union County, Ohio.

By virtue of the warrant of Attorney annexed to and mentioned in the foregoing petition, I, an Attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendants, on said note, for the sum of Three hundred forty-seven dollars and sixty-five cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

Ayers & Ayers
Attorney for Defendant.

Entry.
7051

The Peoples Bank of
Waysville, Ohio
vs
J. N. Knight and
J. W. McElroy.

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff, by his Attorneys; also appeared in open Court, for and on beh. of said defendant Ayers & Ayers, an Attorney at law of this Court, and by virtue of the warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff for Three hundred and forty seven dollars and sixty five cents, being the amount of the principal and interest due on said note, and for the costs taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Three hundred forty-seven dollars and sixty five cents, being the amount of said note with interest computed at 8 per cent per annum, from the 25th day of January A. D. 1896, and also the costs herein expended, taxed at \$

The Court find that J. M. [unclear] is security only on said writs.

J. E. Griffith
Attorney for Plaintiff.

Attest
J. M. [unclear]
Clerk.

Please continued and held at the Court House in Mansfield, within and for the County of Union, in the tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John S. Price Judge of said Court of the Term of January Term: On the 18th day of January in the Year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit: On the 12th day of August A.D. 1895; J. E. Hammond filed in the Clerk's office of the said Court of Common Pleas the following Petition against George W. Parthumore et al to-wit:

Petitioner.

J. E. Hammond
against
George W. Parthumore Ed
Flora Parthumore, his wife,
William Parthumore Ed
Lucy Parthumore, his wife,
Rebecca Comorse Ed
Oladiah Comorse, her husband,
Delilah Adams - a widow.
Phila Poling Ed
Silvan H. Poling, her husband,
Hattie Bigelow Ed
A. R. Bigelow, her husband,
Dora Parer, and
George Parer, her husband,
Netta Van Gordon Ed
Dolph Van Gordon, her husband,
Adaline Karuss, Ed
Albert Karuss, her husband,
Rosa Congrove, Ed
Sylvester Congrove, her husband,
Marietta Collett, Ed
C. A. Collett, her husband,
Jennie Norton, Ed
Benjamin Norton, her husband,
Clara Maloy, Ed
John Maloy, her husband, Ed
George B. Hammond, a minor over
fourteen years of age, and
Amanda Hammond, wife of
J. E. Hammond.

In the Court of Common Pleas,
of Union County, Ohio.

Petitioner.

The plaintiff has a legal right to, and is seized in fee simple as a grand son and an heir at law of Frederick Parthumore, deceased.

of the one
situate in
1st tract;
with west
63 3/4 in poles
See Law Rec
of Union Co
Alfred
V. Morse's la
corner to sa
poles to the
2nd tract.
in the west
to a stake
more farm
farm, N. 8
in the line
and W. Doffe
more or less
The suit
One-tenth of
deceased.
One-tenth of
deceased.
One-tenth be
One-tenth be
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daughter.
One-Sixtieth
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and is a gr
The plac
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injury; if
time be made
The State of
he is the duly
non-resident
are, as affiant.

of the one undivided one-sixtieth part of the following described real estate;
Situatē in the Township of Union, County of Union and State of Ohio.

1st Tract: Part of Survey No. 6316, Beginning at a stake and two white oaks,
North west corner to Robert Paris Land, Thence with said Paris' west line, S 7 1/2° E N.
63 6/10 poles to a stake corner to division No 5 of the Fredrick Parthamore farm -
See Law Record No. 12 pages 287 to 292 of the Records of the Court of Common Pleas
of Union County, Ohio - Thence N. 82° E N. 86 1/10 poles to a stake in the east line of
Alfred

V. Morse's Land, Thence with said line N. 73 1/4° E. 63 6/10 poles to a stake and Elm
corner to said Alfred V. Morse's Land, Thence with another of his lines S. 82° E. 86
poles to the beginning, containing Thirty Four (34) Acres, more or less.

2nd Tract: Part of Survey No. 4807, Beginning at a stake corner to H. Hoff
in the west line of Survey No. 6316, Thence with said line N. 7 1/2° E. 52 5/10 poles
to a stake and stone corner to Divisions Nos. 3 and 4 of said Fredrick Partha-
more farm. Thence with the line of Divisions Nos. 1 and 2 and 3 and 4 of said
farm, N. 82 1/2° E. 42 5/10 poles to a stake corner to said divisions Nos. 1 and 2
in the line of James Fullington's Land, Thence with the said James Fullington
and H. Hoff's line S. 30 1/2° E. 70 poles to the beginning, containing (7) Seven Acres,
more or less.

The said defendants are tenants in common with plaintiff in said premises.
One-tenth of said premises belongs to George H. Parthamore, who is a son of the
deceased.

One-tenth of said premises belongs to William Parthamore who is a son of the
deceased.

One-tenth belongs to Rebecca Cowser who is a daughter of the deceased.

One-tenth belongs to Delilah Adams who is a daughter of the deceased.

One-tenth belongs to Phila Poling who is a daughter of the deceased.

One-tenth belongs to Hattie Bigelow who is a daughter of the deceased.

One-tenth belongs to Iva Paver who is a daughter of the deceased.

One-tenth belongs to Rella Vaugorden who is a daughter of the deceased.

One-tenth belongs to Adaline Karves (formerly Adaline Parthamore) who is a
daughter-in-law of the deceased and devise under his last will and Testament.

One-Sixtieth belongs to Rosa Congrave who is a grand daughter of the deceased.

One-Sixtieth belongs to Marietta Collett who is a grand daughter of the deceased.

One-Sixtieth belongs to Jennie Horton, who is a grand daughter of the deceased.

One-Sixtieth belongs to Clara Maloy who is a grand daughter of the deceased, and

One-Sixtieth belongs to George C. Hammond who is a minor over fourteen years of age,
and is a grand son of the deceased.

The plaintiff prays that by an order of the Court his interest in said prem-
ises may be set off to him in severalty, if the same can be done without manifest
injury; if not, then that the premises be sold according to laws and that parti-
tion be made, and for such proceedings in the premises as are authorized by law.

John K. Brodrick

Attorney for Plaintiff.

The State of Ohio, Union County ss:

John K. Brodrick, being sworn, makes oath that
he is the duly authorized Attorney for said plaintiff; that said plaintiff is a
non-resident of said Union County, and that the facts stated in the foregoing petition
are, as affiant believes, true.

John K. Brodrick.

Sworn to by said John M. Bordick before me, and signed by him in my presence this 12th day of August 1896.

J. N. Gosnell Clerk.

Warrant

I hereby waive the issuing and service of summons and enter my appearance herein this 12th day of August 1896.

Amanda Hammond
By John M. Bordick, her Atty.

Common
September
true, and
You
August

Clerk:

Receipts

Issue summons to Sheriff of Union County, Ohio, for all the within named defendants, except Amanda Hammond, Letta, Letta and Dolph Vangordon and Adaline Ed Albert Karnus, returnable according to law. Also issue separate summons for Letta Vangordon and Dolph Vangordon Champaign County, and for Adaline Karnus and Albert Karnus, returnable according to law - Endorse, Petition for Partition.

John M. Bordick
Attorney for Plaintiff.

Sheriff's
Return.

Sheriff's Fees.
Sum. & Ret.
Mileage
Copy
Total

1896.

Afterward on the 12th day of August A.D. 1896, the following summons was issued by the Clerk of this Court to wit:

The State of Ohio }
Union County } To the Sheriff of Delaware County:

You are commanded to notify Albert Karnus and Adaline Karnus that they have been sued by J. E. Hammond in the Court of Common Pleas of Union County, and must answer by the 14th day of September A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 26th day of August A.D. 1896.

Witness my hand and the seal of said Court this 12th day of August A.D. 1896.

seal

J. N. Gosnell Clerk.

The State of Ohio, Union County ss:

We hereby waive the issuing and service of summons and enter our appearance herein, this 20th day of August 1896.

Adeline Karnus
Alvin Karnus

Warrant

Answer of
Guardian
ad litem.

6945

After
was filed in
It is hereby
and herein

After
filed in the
J. E. Ham
vs
George Partham

Guardian
on the appl
The
said appoint

After
of Guardian
J. E. Ham
vs
George W. Partham

of the defend
says that he
the interest of

On the 12th day of August A.D. 1896, the following summons was issued by the Clerk of this Court to wit:

The State of Ohio }
Union County } To the Sheriff of Union County,

You are hereby commanded to notify George W. Parthamore, Flora Parthamore, William Parthamore, Lucy Parthamore, Rebecca Converse, Obediah B. Converse, Delilah Adams, Philo Poling, Silvan H. Poling, Mattie Bigelow, A. B. Bigelow, Eva Paver, George Paver, Rosa Converse, Sylvester Converse, Marietta Collett, C. D. Collett, Jennie Gorton, Benjamin Gorton, Clara Maloy, John Maloy, and George E. Hammond that they have been sued by J. E. Hammond in the Court of

Summons

Common Pleas of Union County, and must answer by the 14th day of September A.D. 1895; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 26th day of August A.D. 1895.

Witness my hand and the seal of said Court, this 12th day of August A.D. 1895.

§ 221

J. N. Hornell Clerk.

Sheriffs Return.

Sheriffs Fees.	
Sum. & Ret.	3 40
Mileage	7 20
Copy	4 40
Total	15 00

The State of Ohio, Union County ss:

Received this writ August 12th A.D. 1895, at 2 O'clock P.M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named defendants personally on the 22nd day of August 1895.

Wm. G. Snowgoose Sheriff.

Warrin.

Afterward on the 1st day of October A.D. 1895, the following Warrin was filed in the Clerks office to wit:

We hereby waive the issuing and service of summons and enter our appearance herein this 20th day of August 1895.

Oretta M. Van Gordon
R. D. Van Gordon.

Entry
6945

Afterward on the 1st day of October A.D. 1895, the following Entry was filed in the Clerks office to wit:

J. C. Hammond vs George Parthumore et al
Court of Common Pleas
Union County, Ohio.

This day the Court appoints R. L. Woodburn Esq as Guardian ad litem of said minor defendant George C. Hammond on the application of said plaintiff.

Thereupon said R. L. Woodburn appeared in open Court and accepted said appointment and filed his answer herein.

Answer of Guardian Ad litem.
6945

Afterward on the 1st day of October A.D. 1895, the following answer of Guardian ad litem was filed by the Clerk of said Court to wit:

J. C. Hammond vs George C. Parthumore et al
Court of Common Pleas
Union County, Ohio.

And now comes R. L. Woodburn the guardian ad litem of the defendant George C. Hammond, and for answer to plaintiffs petition says that he denies each and every allegation therein contained and that the interest of said minor be fully protected in the premises

R. L. Woodburn
Guardian ad litem of
George C. Hammond.

Entry-
Decree for
Partition.
6946

Afterward on the 1st day of October A.D. 1895, the following Entry was filed in the Clerk's office of said Court to wit:

J. C. Hammond
vs
George W. Parthamore et al
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the petition, the answer of George C. Hammond, minor defendant by R. L. Woodburn his guardian ad litem and the evidence,

On consideration whereof the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition, and that with the exception of said minor defendant, they are in default for answer thereto.

Whereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff J. C. Hammond one-sixtieth thereof, the defendant George W. Parthamore one-tenth thereof, the defendant William Parthamore one-tenth thereof, the defendant Rebecca Converse one-tenth thereof, the defendant Delilah Adams one-tenth thereof, the defendant Phila Poling one-tenth thereof, the defendant Hattie Bigelow one-tenth thereof, the defendant Eva Pamer one-tenth thereof, the defendant Rella Van Gordon one-tenth thereof, the defendant Adaline Harris one-tenth thereof, the defendant Rosa Congrove one-sixtieth thereof, the defendant Jennie Gordon one-sixtieth thereof, the defendant Clara Kealey one-sixtieth thereof and the defendant George C. Hammond one-sixtieth thereof, and that the plaintiff is entitled to have partition made of said estate, as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and John F. Bennett, John Harris and Marion Hopkins, three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are severally above found entitled.

And of his proceedings herein, said Sheriff is ordered to make due return.

Brodrick for Plaintiff.

Afterward on the 22nd day of October A.D. 1895 the following Writ of Partition was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County ss: } To the Sheriff of said County.

Pursuant to an order of our said Court of Common Pleas, within and for the said County, at the September Term, A.D. 1895, in a civil action therein pending (for partition) wherein J. C. Hammond the plaintiff, and George W. Parthamore et al the defendants, you are hereby commanded, that by the oaths of John F. Bennett, John Harris and Marion Hopkins three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and

Writ of
Partition.

who were ap-
partition to
County of
1st Tract:
with west cor-
636th poles
see Law Rec
of Union Co
Alfred V. M
Elm, corner
82^d E. 86 poles
2nd Tract:
the West line
stone corner
with the line
corner is sai
with the said
containing

The s
premises; an
To George
To William
To Rebecca
To Delilah
To Phila
To Hattie B
To Eva P
To Rella V
To Adaline
To Rosa C
To Marietta
To Jennie G
To Clara K
To George C
To J. C. Ham

But if
cannot be
injury to th
the same m
certify, und

Sheriff's
Return.

Sheriff's Fees	
Service	
Mileage	
Executing writ	
Conveying Appr.	
Advertising	
Summoning	
Report Com.	
Return	
Total	
Commissioner's Fees	
M. F. Hopkins	
J. F. Ingram	
John Harris	
Total	\$

who were appointed by the Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union, and in the State of Ohio: and the Township of Union.

1st Tract: Part of Survey No. 6316, Beginning at a stake and two white oaks, north west corner to Robert Paris Land, thence with said Paris west line S. 7 1/2° W. 63 6/10 poles to a stake, corner to division No. 5 of the Frederick Parthamore's farm - see Law Record No. 12 Pages 287 to 292 of the Records of the Court of Common Pleas of Union County Ohio. Thence N. 82° W. 86 1/10 poles to a stake in the east line of Alfred V. Morris Land, thence with said line N. 7 3/4° E. 63 6/10 poles to a stake and Elm, corner to said Alfred V. Morris Land, thence with another of his lines S. 82° E. 86 poles to the beginning containing Thirty Four (34) acres more or less.

2nd Tract: Part of Survey No. 7807, Beginning at a stake corner to St. Hoff in the West line of survey No. 6316, thence with said line N. 7 1/2° E. 52 poles to a stake and stone corner to Division Nos 3 and 4 of said Frederick Parthamore's farm, thence with the line of Divisions Nos 1, 2, 3 and 4 of said farm N. 82 1/2° W. 42 5/10 poles to a stake corner to said Divisions Nos 1 and 2 in the line of James Fullington's land, thence with the said James Fullington and W. Hoff's line S. 31 1/2° E. 70 poles to the beginning, containing Seven (7) acres, more or less.

The said defendants are tenants in common with plaintiff in said premises; among the persons named herein, and in the following proportions to wit:

- To George W. Parthamore one-tenth part.
- To William Parthamore one-tenth part.
- To Rebecca Converse one-tenth part.
- To Delilah Adams one-tenth part.
- To Phila Poling one-tenth part.
- To Hattie Bigelow one-tenth part.
- To Eva Paver one-tenth part.
- To Rella Vanjorden one-tenth part.
- To Adaline Harris one-tenth part.
- To Rosa Congrove one-sixtieth part.
- To Marietta Collett one-sixtieth part.
- To Jennie Gordon one-sixtieth part.
- To Clara Maloy one-sixtieth part.
- To George B. Hammond one-sixtieth part.
- To J. E. Hammond one-sixtieth part.

But if the said commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a fair valuation of the same in money; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas, at the Court House in Mansfield this 22nd day of October A. D. 1895.

J. N. Hoswell Clerk

As commanded by the foregoing writ of partition, I have executed the same by the oaths of W. Hopkins, H. Ingram and John Harris, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 24th day of October A. D. 1895
Wm. Swoygrass Sheriff.

Sheriff's Return.

Sheriff's Fees	\$	25
Service		25
Onilage		2 00
Executing writ		1 00
Commission Appr.		1 00
Advertising		25
Summoning		1 20
Report - Comm.		25
Return		25
Total		9 40
Commissioners Fees	\$	25
W. Hopkins		1 00
H. Ingram		1 00
John Harris		1 00
Total	\$	9 40

Commissioners Report.

J. E. Hammond
against
George W. Parthamore et al

Union County ss:
Court of Common Pleas.

In Partition.

According to the Command of the writ of Partition in this case issued, and upon actual view of the premises, we are of the opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at-

First tract appraised at \$40⁰⁰ for acs.
Second " " " \$28⁰⁰ " "

Given under our hands this 24th day of October A.D. 1895:

W. Hopkins }
H. Ingram } Commissioners.
John Harris }

Afterward on the 13th day of January A.D. 1896, the following Entry was filed in the Clerks office to-wit:

Entry 6945

J. E. Hammond
vs
George W. Parthamore et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing upon the return of the Sheriff and the report of the commissioners heretofore appointed herein, and on motion to confirm the same.

And appearing that said estate can not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement thereof in the sum of \$ the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value, and there being no downer interest, on motion of plaintiff, it is ordered that said premises be sold at public auction, and that an order issue therefor to the Sheriff of Union County.

And said Sheriff is ordered to return his proceedings to this Court without unnecessary delay

Pro duick Atty.

Order of Sale in Partition.

Afterward on the 14th day of January A.D. 1896, the following Order of Sale in Partition was issued to-wit:

The State of Ohio }
Union County } To the Sheriff of said County, greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the January Term A.D. 1896, in a certain Petition for Partition, now pending in said Court, wherein J. E. Hammond plaintiff, and George W. Parthamore et al defendants, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to-wit:

Situate in the County of Union, and State of Ohio, and the Township of Union.

First Tract
white ash
line S. 7 1/2
thamson fa
O. Morris l
corner to s
E. 86 poles to
Second Tra
in the west
to a stake an
farms, Th
N. 82 1/2 W. 42
line of Jam
W. Goffs line
more or less
First Tract
Second Tract
Appra
make known
have you th

Sheriff's Return.

Sheriff's Fees	
Service	
Copy to Printer	
Poundage	
Return	
Total	

6943

J. E. Ham
vs
George W. Par
in the above
of the premi
appraised va

Answer. 6943

After
filed in the
J. E. Ham
vs
George W. Par
an heir of a
the order of
to take by el
his failure to

First Tract- Part of Survey No. 6816, Beginning at a stake and two white ashers north west corner to Robert Paris land, Thence with said Paris west line S. 7 1/2° W. 68 1/2 poles to a stake corner to division No. 5 of the Frederick Parthamore farm. Thence N. 82° W. 86 1/2 poles to a stake in the east line of Alfred G. Morris land, Thence with said line N. 7 1/4° E. 63 1/2 poles to a stake and Elm, corner to said Alfred G. Morris land. Thence with another of his lines S. 82° E. 86 poles to the beginning, Containing Thirty Four (34) acres more or less.

Second Tract- Part of Survey No. 4507, Beginning at a stake corner to W. Goff in the west line of Survey No. 6816, Thence with said line N. 7 1/2° E. 52 1/2 poles to a stake and stone corner to division No. 3 and 4 of said Frederick Parthamore farm, Thence with the line of division No. 1, and 2 and 3 and 4 of said farm N. 82 1/2° W. 42 1/2 poles to a stake corner to said division No. 1 and 2 in the line of James Fullington's land, Thence with the said James Fullington's and W. Goff's line S. 30 1/2° E. 70 poles to the beginning, containing Seven (7) acres more or less.

First Tract, appraised at \$40.00 per acre.

Second Tract, appraised at \$28.00 per acre.

Appraised at \$1556.00, and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the seal of the said Court, at Marysville, this 14th day of January A.D. 1896

Seal

J. N. Gosnell Clerk
and J. A. Gosnell Deputy

Sheriff's Return

Sheriff's Fees	\$	¢
Service	25	
Copy to printer	25	
Poundage	11	67
Return	25	
Total	12	42

The State of Ohio,
Union County } ss:

February 4th 1896, this Order of Sale was set aside and George W. Parthamore elected to take at the appraisal \$1556.00, and to pay costs of order of sale and printing
Wm. G. Snowgrass Sheriff.

6943

J. E. Hammond
vs
George W. Parthamore et al

In the Court of Common Pleas,
Union County, Ohio.

The undersigned, being one of the parties defendant in the above entitled case and the owner of an undivided one-tenth part of the premises sought to be partitioned, elect to take said property at its appraised value.

George Parthamore.

Afterward on the 4th day of February A.D. 1896, the following Answer was filed in the Clerk's office to wit:

Answer.
6943

J. E. Hammond
vs
George W. Parthamore et al

Court of Common Pleas,
Union County, Ohio.

Now comes the defendant George W. Parthamore an heir of an one-tenth interest therein, and moves the Court to set aside the order of sale in partition in this case made and allow this defendant to take by election the premises named in said writ, on the grounds that his failure to elect to take was on account of fatal sickness in his family

at and during the pendency of this action.

George W. Parthumore
By J. E. Griffith and
W. W. Lurchant his
Attorneys.

On the 4th day of February A.D. 1896, the following Entry
was filed in the Clerk's office, to-wit:

Entry
6945

J. E. Hammond vs
George W. Parthumore et al.
Court of Common Pleas
Union County, Ohio.

This day this cause came on for hearing on
motion of the defendant George W. Parthumore to set aside the entry
made at this term of Court granting an order of sale of said prem-
ises herein, and to elect to take said premises at the appraised value
thereof, and the same was argued by Counsel, and submitted to the
Court. On consideration whereof the Court do sustain said motion.

It is therefore considered, ordered and adjudged by the Court,
that the said Entry and judgment heretofore made herein, granting
an order of sale of said premises be, and the same hereby is, set aside
and held for naught; so far as such order of sale is concerned, but
no further.

It is further ordered that said George W. Parthumore pay the
costs made on said order of sale including the advertisement in
the newspaper amounting to \$

It is further ordered that said George W. Parthumore pay into
Court the sum of \$518.74 (being the one-third of said appraised value
of said premises), and that out of said sum the Clerk pay;

1st. The costs of this case (including a Counsel fee of \$56.65 to John W.
Bordwick) taxed to \$

It is ordered that the residue thereof \$ be distributed as follows.

1st.	To the defendant George W. Parthumore	1/10 part thereof	\$ 38.74
2nd.	To the defendant William Parthumore	1/10 part thereof	\$ 38.74
3rd.	To the defendant Rebecca Converse	1/10 part thereof	\$ 38.74
4th.	To the defendant Delilah Adams	1/10 part thereof	\$ 38.74
5th.	To the defendant Phila Poling	1/10 part thereof	\$ 38.74
6th.	To the defendant Hattie Bigelow	1/10 part thereof	\$ 38.74
7th.	To the defendant Ana Paver	1/10 part thereof	\$ 38.74
8th.	To the defendant Retta Vanorden	1/10 part thereof	\$ 38.74
9th.	To the defendant Adaline Karnes	1/10 part thereof	\$ 38.74
10th.	To the Plaintiff J. E. Hammond	1/60 part thereof	\$ 6.45
11th.	To the defendant Rosa Converse	1/60 part thereof	\$ 6.45
12th.	To the defendant Marietta Collett	1/60 part thereof	\$ 6.45
13th.	To the defendant Jennie Horton	1/60 part thereof	\$ 6.45
14th.	To the defendant Clara Maloy	1/60 part thereof	\$ 6.45
15th.	To the defendant George E. Hammond	1/60 part thereof	\$ 6.45

It is further ordered by the Court that the said George W.
Parthumore execute and deliver to said parties
above named his promissory notes, secured by mortgage on the
premises, for the deferred payments, said notes to bear interest
at the rate of six per centum per annum.

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John A. Phil
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Petition.
7013

Defendant
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Five
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Sept. 1st, 188

Said m
March 12th, 1
Dec. 15th, 18
Aug. 20th, 18
Nov. 5th, 18
Feb. 19th, 189

And the Sheriff is hereby ordered on the payment of said money and the execution and delivery of said notes and mortgages to deliver to said George W. Parthumore a deed for said premises.

Attest

J. M. Harnell
Clerk.

Please continued and held at the Court-house in Mansville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas, of the state of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to wit; On the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit, on the 14th day of December A. D. 1895, Jane A. Pudney filed in the Clerks office of the said Court of Common Pleas the following Petition against John A. Phillips et al to-wit;

Petition.
7013

Jane A. Pudney
vs
John A. Phillips et al
Sarah E. Kuthimer.

Court of Common Pleas
Union County, Ohio.

First cause of action:

Defendant: John A Phillips is indebted to plaintiff in the sum of Eleven hundred and eighty-five dollars and fifty-two cents (\$1185.52) with eight per cent per annum interest on nine hundred dollars (\$900.00) thereof from the first day of September, 1895, and six per cent per annum interest on two hundred and eighty-five dollars and fifty-two cents thereof from said first-day of September, 1895, which she claims, on a promissory note of which the following is a true copy, with all credits and indorsements thereon.

\$900.00

Richwood, Ohio, September 4th, 1889.

Five years after date I promise to pay to the order of Jane A. Pudney Nine Hundred Dollars, value received, with interest at 8 per cent from Sept. 1st, 1889, due and payable semi-annually until paid.

(Signed) John A. Phillips.

Said note bears the following credits:

- March 12th, 1890. Received \$36.00 by draft as interest on the within. Jane A. Pudney.
- Dec. 15th, 1890. Received \$36.00 as interest on the within, by draft. Jane A. Pudney.
- Aug. 20th, 1891. Received \$36.00 as interest on the within. Jane A. Pudney.
- Nov. 5th, 1892. Received \$36.00 as interest on within. Jane A. Pudney.
- Feb. 19th, 1894. Received \$36.00 as interest on within. Jane A. Pudney.

Second cause of action.

At the time of delivering said note and to secure the payment thereof, the defendant, John A. Phillips then and now being unmarried, duly executed and delivered to plaintiff his mortgage deed, conveying the following described premises, to wit:

"Situate in the Township of Clairbourne, in the County of Union and State of Ohio, being part of T. M. Survey No. 6293; beginning at the N. E. Corner of a tract of 100 acres conveyed by Lemuel Rogers to Marion Hamilton by deed dated July 26th, 1896; and recorded in the Union County records, Vol. 41, page 344; thence S. toward one fourth degree E. 128 poles to an ash, S. W. corner of said 100 acre tract: thence N. eighty-seven and three-fourth degrees E. thirty-seven and one-half poles to a stake; thence N. two and one-fourth degrees W. 128 poles to the center of the Ottawa Grand road: thence with the center of said road S. eighty-seven and one-fourth degrees W. thirty-seven and one-half poles to the place of beginning, containing thirty acres of land."

On the 5th day of September, 1899, at 8:30 O'clock A. M. said mortgage was duly left for record at the recorder's office of Union County, Ohio, and was duly recorded in Book No. 28 at page 106 of Union County records of mortgages, and is the first and best lien on the premises above described.

Said mortgage was conditioned upon defendant paying, or causing to be paid, the above described note and interest thereon promptly when due, and because of his failure to do so has become absolute.

The defendant Sarah C. Kesthimer claims some interest in or lien upon said premises; and plaintiff asks that she be required to set it up by answer or be cut off.

Plaintiff therefore asks judgment against defendant John A. Phillips in said sum of eleven hundred and eighty-five dollars and fifty-two cents (\$1185.52) with eight per cent interest on nine hundred thirty and six per cent interest on two hundred and eighty-five dollars and fifty-two cents thereof from the 1st day of September, 1896; and that said premises may be sold, and the proceeds applied to the payment of said judgment, and for all proper relief.

J. F. Killar.
Atty. for Plf.

State of Ohio, Union County, ss:

J. F. Killar, being first duly sworn, says that he is attorney for the plaintiff in the above entitled action, that said plaintiff is a nonresident of Union County, and that the facts stated and allegations made in the foregoing petition are, as he verily believes, true.

Sworn and subscribed to before me this 13th day of December, 1899.

Probate fees 43¢

seal

James M. Campbell
Probate Judge

Afterward on the 14th day of December A. D. 1899, the following summons was issued by the Clerk of this Court to wit:
The State of Ohio, }
Union County } ss: For the Sheriff of Union County:

Summons.

You are hereby commanded to notify John A. Phillips and

Sarah
the Court
11th day of
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Sheriff's
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Entry. Jane A. P.
7013 vs
John A. P.
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Sarah B. Westheimer, that they have been sued by Jane A. Rudney in the Court of Common Pleas of Union County, and must answer by the 11th day of January A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 23rd day of December, A.D. 1895.

Witness my hand and the seal of said Court, this 14th day of December A.D. 1895:

Seal

J. N. Gosnell Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss:	
Sheriff's Fees.	\$ 2
Serv. & Ret.	90
Milage.	2 58
Copy	30
Total	9 08

Received this writ December 16th A.D. 1895, at 10 o'clock A.M. and served same by delivering a true copy of this writ with the endorsement thereon to John A. Phillips and Sarah B. Westheimer personally on the 18th day of December 1895.
Wm. J. Swadgrass, Sheriff.

Afterward on the 13th day of January A.D. 1896, the following Entry was filed in the Clerk's office to wit:

Entry. 7013

Jane A. Rudney vs John A. Phillips
Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff by her attorney, and the defendants each and both being in default for answer and demurrer, the Court find that they were each properly served with summons, and that by reason of said default they confess the facts stated and allegations made in the petition to be true, and that there is due the plaintiff from the said defendant John A. Phillips, as principal and interest on the note set forth in the petition herein, the sum of one thousand two hundred and seventy dollars and seventy cents (\$1277.70), which amount it is considered and adjudged that plaintiff recover from said defendant.

The Court further find that in order to secure the payment of said note and interest the said defendant John A. Phillips executed and delivered to plaintiff his certain mortgage deed as in her petition described, and on the premises therein described; that said mortgage was duly recorded in book No. 28 at page 106 of Union County records of mortgages, and is the first and best lien on the premises described in said petition.

The Court further find that the defendant Sarah B. Westheimer by her default herein, admits that she has no lien upon, or interest in said premises, and the Court therefore so hold.

It is therefore considered, adjudged and decreed that unless the defendant John A. Phillips shall within one day from this 13th day of January, 1896, pay or cause to be paid, to the Clerk of this Court the costs of this action, and to the plaintiff herein the sum above found due her, the defendants equity of redemption be foreclosed, and said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of Union County, directing him to sell said premises as upon execution, and to bring the proceeds into Court for further order.

J. F. Killar
Atty. for Plf.

Afterward on the 16th day of January A.D. 1896, the following Order of Sale was issued by the Clerk of this said Court, to wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union, on the 13th day of January 1896, Jane A. Pudney obtained a judgment and decree against John A. Phillips for the sum of Twelve Hundred and Seventeen & 7/100 Dollars, and Ten and 4/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said John A. Phillips within one day from the 13th day of January A.D. 1896, pay unto the said Jane A. Pudney the said sum of Twelve Hundred and Seventeen & 7/100 Dollars, with interest from the 13th day of January 1896, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, Commanding him to proceed, according to the statute regulating judgments and Executions at law, to sell the real estate described in the plaintiffs petition, &c. And whereas, the one day aforesaid have fully expired, and the said sum of Twelve Hundred and Seventeen & 7/100 Dollars, and costs aforesaid have not been paid or any part thereof, as appears to us of record -

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit:

Situate in the Township of Clairmont, in the County of Union and State of Ohio, being part of V.M. Survey No. 6293; beginning at the N.W. corner of a tract of 100 acres conveyed by Lemuel Myers to Marion Hammilton by deed dated July 26th 1875, and recorded in the Union County records Vol. 41, page 344; Thence S. 2 1/4th E. 128 poles to an oak, S.W. corner of said 100 acre tract; Thence N. 87 3/4th E. 37 1/2 poles to a stake; Thence N. 2 1/4th W. 128 poles to the center of the Ottawa Gravel Road; Thence with the center of said road S. 87 1/4th W. 37 1/2 poles to the place of beginning, containing 30 acres of land.

We therefore Command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to the Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 16th day of January A.D. 1896:

(Seal)

J. N. Roswell Clerk
By J. A. Roswell Deputy Clerk.

Sheriff's Return.

Sheriff's Service Levy Sum. Apprais Swearing Emceyng Writing Appra Copy of " Notice to Prin Writing Note Mileage Return.

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previous to I did, on ca proceed to Jane A. Pud sum being dud dollar sold and Hundred there of, and then and to for said su

Affidavit of Publication. Proof of Pu The State

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Proof of Publication. Jane A. Pud vs John A. Phi

Sheriff's Return.		Sheriff's Fee	\$	cts.
	Service			25
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	Swearing in			25
	Swearing in	1	50	
	Writing Appraisal			25
	Copy of "			25
	Notice to Printer			25
	Writing Notice	2	25	
	Mileage	2	56	
	Return.			25
	Total	7	46	
	Appraisers Fee	3	00	

The State of Ohio, Union County, ss:

In obedience to the command of the order of Sale hereto annexed, I did on the 18th day of January 1896, summons George Smith, John Ogan and J. C. Morsum three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 18th day of January A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Fifteen hundred Dollars. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 22nd day of January 1896, I caused to be advertised in the Richmond Gazette (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 22nd day of February A.D. 1896, at One O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 22nd day of February A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Jane A. Pudney who bid for the same the sum of \$1200⁰⁰ Dollars, and said sum being over two-thirds of the appraised value thereof, and said Twelve hundred dollars being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to her for said sum of Twelve Hundred Dollars. And said sum being over two-thirds of the appraised value thereof, and said Jane A. Pudney being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to her for said sum of Twelve Hundred Dollars.

Wm. C. Snowgrass Sheriff.

Affidavit of Publication

On the 24th day of February A.D. 1896, the following Affidavit and Proof of Publication was filed in the Clerks office, to-wit:

The State of Ohio, Union County, ss:

I, Geo. H. Borden, publisher, being duly sworn, say that the notice hereto attached was published in the Richmond Gazette on the 12th day of December 1895; and continued therein six consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Borden

Sworn to and subscribed before me, this 24th day of February 1896

Printers Fee, \$14⁰⁰

Seal

J. F. Millan
Notary Public.

Sheriffs Sale.

Order of Sale.

Jane A. Pudney

vs
John A. Phillips

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of

Proof of Publication
7013

Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House, in Waverly, Ohio, on Saturday, February 22, 1896, at or about the hour of One O'clock, P.M. on said day, the following described real estate, to wit: Situate in the Township of Blairtown, County of Union, and State of Ohio, and bounded and described as follows: Being part of Virginia Military Survey No. 6298, beginning at the Northwest corner of a tract of 100 acres conveyed by Lemuel Rogers to Marion Hunter by deed dated July 26th 1875; and recorded in the Union County records Vol 41, page 344; Thence South 2 1/4^o; East-128 poles to an oak southwest corner of said 100 acre tract; Thence North 87 1/4^o East-37 1/2 poles to a stake; Thence North 2 1/4^o East-25 poles to the center of the Ottawa Gravel Road; Thence with the center of said road South 87 1/4^o West-37 1/2 poles to the place of beginning, containing 30 acres of land.

Appraised at Fifteen Hundred (\$1500.00) Dollars.

Terms of sale cash.

J. F. Miller, Atty.

Wm. S. Swope, Sheriff

Union County, Ohio.

Afterward on the 9th day of March A.D. 1896, the following entry was filed in the Clerk's office to-wit:

Entry 7013

Jane A. Rudney vs Court of Common Pleas Union County, Ohio.

John A. Phillips et al

On motion of plaintiffs attorney, and on his producing the return of the Sheriff of the sale made by him under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have been had in all respects in conformity to the Law and the order of this Court, it is ordered that the said proceedings and sale be, and the same hereby are, approved and confirmed.

And it is further ordered that said Sheriff convey to the purchaser, Jane A. Rudney, by deed in fee simple, the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to twelve hundred dollars (\$1200.00) it is ordered that said Sheriff out of said money in his hands, pay-
 First- To the Treasurer of Union County the taxes, assessments and penalties now due upon the premises so sold, to-wit: the sum of \$
 Second- To the Clerk of this Court the costs of this action to-wit, the sum of \$35.00
 Third- To the plaintiff Jane A. Rudney the remainder of said amount, to-wit, the sum of \$ to apply on her judgment heretofore rendered in this action, leaving \$ still due her from said defendant John A. Phillips thereon, for which last amount execution is hereby awarded.

Attest

J. M. Gosnell
Clerk

Petition. 7020

written and
Court of
Judge of
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A.D. 1896
Pleas, the

Jacob Ba

H. C. Richa

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Admin of J.

deceased.

Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of January to-wit: On the 13th day of January in the year of Our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit: on the 21st day of December A.D. 1896 Jacob Bausel filed in the Clerk's office of the said Court of Common Pleas, the following Petition against H. C. Richards et al to-wit:

Petition.
7020

- Jacob Bausel
- H. C. Richards,
- D. J. Grindell,
- Elmer Moore,
- D. J. Sanderson,
- W. S. Rogers,
- O. E. W. Allison,
- D. S. Crider,
- O. Shaw,
- D. B. Hamilton,
- Alongo Reed,
- B. R. Sudduth,
- Leroy Kolford,
- Thaddeus Wood,
- John Mulchy,
- A. J. Rowe,
- D. E. Patrick,
- James Laird,
- John M. Fox,
- Leander Culver,
- Delila Truett,
- Adm^r of J. Truett deceased.

Court of Common Pleas.
Union County, Ohio.

Petition.

Plaintiff says, that defendants are indebted to him on a promissory note, of which the following is a copy, with all the credits and indorsements; \$668⁰⁰.

Broadway Ohio, September 1 st 1892				Credits.
Three years after date for value received we, or either of us promise				May 25 th 1895
to pay the Kenyon Importing Company, or order, Six Hundred and Sixty eight Dollars, at the Kenyon Savings Bank, Kenyon, O. with interest at 6				\$668 ⁰⁰
per cent. per annum, interest payable annually.				Sept. 25 th 1895
H. C. Richards.	O. E. W. Allison.	B. R. Sudduth.	D. E. Patrick	\$106 ⁰⁰
D. J. Grindell.	D. S. Crider.	Leroy Kolford.	James Laird	Dec 7 th 1895
D. J. Sanderson.	O. Shaw.	Thaddeus Wood.	John M. Fox.	\$85 ⁰⁰
Elmer Moore.	D. B. Hamilton.	John Mulchy.	Leander Culver.	Dec 7 th 1895
W. S. Rogers.	Alongo Reed.	A. J. Rowe.	J. Truett.	\$81 ⁰⁰

There is due plaintiff from defendants on such note the sum of (\$463.73) Four Hundred and Sixty Three and 73/100 Dollars, which he claims with interest from the 14th day of December 1895.

Wherefore plaintiff asks Judgment against defendants in the sum of (\$463.73) Four Hundred and Sixty three & 73/100 Dollars with interest from the 13th day of December 1895.

Ayers & Ayers, Atty's for Plf's

The State of Ohio, Union County, ss:
 W. N. Ayers, being sworn say, that he is one of
 the attorneys of the plaintiff duly authorized herein: that the plaintiff is
 not a resident of this County:
 That the facts stated in the above pleading are as affiant believes,
 true.

W. N. Ayers.

Sworn to before me and signed in my presence this 21st day
 of December 1895

Seal

J. N. Gosnell, Clerk.

Receipts

Clerk:
 Issue Summons on the above parties, indorsed "Action for Money
 only" Amount claimed \$463.90, with interest from the 13th day of December
 1895.

Ayers & Ayers
 Attorneys for Plaintiff.

Summons.

Aftersaid on the 21st day of December A.D. 1895; the following Summons
 was issued by the Clerk of this Court, to-wit:

The State of Ohio, }
 Union County, }
 To the Sheriff of Union County:

You are hereby commanded to notify H. C. Richards, D. J.
 Grindell, Elmer Morse, D. J. Sanderson, W. S. Rogers, O. C. McCallister, D. S. Crider,
 O. Shaw, D. B. Hamilton, Alingo Reed, B. R. Sudduth, Leroy Wolford, Thaddeus
 Wood, John Mulchey, A. J. Rowe, D. E. Patrick, James Laird, John M. Fox, Leander
 Culver, Delila Trust Administratrix of J. Trust deceased, that they have been sued
 by Jacob Baues in the Court of Common Pleas of Union County, and must
 answer by the 25th day of January A.D. 1896, or the petition of the said plaintiff
 will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 6th day of January
 A.D. 1896.

Witness my hand and the seal of said Court; this 21st day of
 December A.D. 1895.

J. N. Gosnell, Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss:

Sheriff's Fee	\$	cli.
Services Return	2	75
mileage	3	40
Copy	2	00
Total	9	15

Received this writ December 21st A.D. 1895; at 9
 O'clock A. M. and served same by handing a true copy of this
 writ with the indorsements thereon to O. C. McCallister, D. S. Crider,
 O. Shaw, D. B. Hamilton, John M. Fox, John Mulchey and Thaddeus
 Wood personally on the 25th day of December 1895; and to Leroy
 Wolford, D. E. Patrick, James Laird, Leander Culver, W. S. Rogers personally on
 the 4th day of January, 1896, and Alingo Reed January 6th 1896, and to D. J. Sanderson
 Delila Trust and B. R. Sudduth by leaving a copy at their usual place of residence
 January 4th 1896, H. C. Richards, D. J. Grindell, Elmer Morse and A. J. Rowe not
 found.

Wm. S. Snyder, Sheriff.

Entry 7020

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 James La
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A.D. 1895;
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Petition 7009

William
 Florence
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 The Peoples
 Marysville

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Afterward on the 29th day of January A.D. 1896, the following Entry was filed in the Clerks office to-wit:

Entry
7020

Jacob Bausel
-s
Thaddeus Wood et al
Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff, by his attorneys, and the defendants being in default for answer and demurrer, the Court find that the following persons were served with summons, to-wit: O.E. McAllister, D.S. Crider, O. Shaw, D.B. Hamilton, John W. Fox, John Mulchey, Thaddeus Wood, Leroy Wolford, D.E. Patrick, James Laird, Leander Culver, W.S. Rogers, Alonzo Reed, D.J. Sanderson, B.R. Sudduth and that they are indebted to the plaintiff in the sum of \$466.22, and as to the defendants H.E. Richards, D.J. Grindell, Elmer Moore, and A.J. Rowe, no service having been made on them they are out in default.

It is therefore considered and adjudged by the Court that said plaintiff recover of the defendants heretofore named, who were duly served with summons the said sum of (\$466.22) and the costs herein expended; and that as to the defendants heretofore named upon whom no summons was served, this case be dismissed without prejudice.

Ayers & Ayers
Attys for Plf.

attest
J. M. Donnell
Clerk.

Please continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the state of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of January to-wit: On the 18th day of January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 9th day of December A.D. 1895, The Connecticut Mutual Life Insurance Company filed in the Clerks office of the said Court of Common Pleas the following Petition against William L. Morse et al to-wit:

Petition
7009

The Connecticut Mutual Life Insurance Company.

against
William L. Morse
Florence V. Morse his wife,
Simpson Vanclere,
Alice May Vanclere his wife,
Galvin Vanclere,
Lizzie Vanclere his wife,
The Peoples Bank of
Marysville Ohio.

In the Court of Common Pleas,
Union County, Ohio.

Petition for money, Sale of mortgaged Lands,
and Relief.

The said plaintiff, The Connecticut Mutual Life Insurance Company, a Corporation duly organized under and by virtue of the laws of the state of Connecticut, and authorized to do business in the state of Ohio, complains of the defendants, and for its first Cause of Action says:

That on the 30th day of July A.D. 1890, the said defendant William L. Morse

made, executed and delivered to plaintiff his certain principal promissory note, a true copy of which, with all credits and endorsements thereon, is in the words and figures following, to-wit:

No. 412, First Mortgage Coupon Note \$1600.
 Kearyville, Ohio, July 30th 1890.

Five years after date I promise to pay to the order of the Connecticut Mutual Life Insurance Company, Fifteen Hundred Dollars, negotiable and payable at the office of said Company, in Hartford, Conn. Value received, with interest at eight per cent. per annum after due until paid. The interest on this note to maturity is represented by Coupon notes here to attached, which, with this principal note are secured by first lien on property described in the Mortgage given to secure the same.

This note is payable without grace, the maker has the right to prepay the note in installments of \$100. or any multiple thereof at any interest-pay day and such payments shall stop interest at the rate of six per cent per annum on the amounts so paid from time of such payment.

William L. Morse

That this plaintiff is now the legal owner and holder of said promissory note, and that no payments have been made thereon: that it is conditioned in a mortgage given to secure said note, which mortgage is hereinafter referred to, that upon failure to pay said note or any Coupon interest note representing the semi-annual interest on said principal note, that said above note should be due - that said note became due July 30th 1890.

That there is now due plaintiff on said promissory note from said defendant William L. Morse, the sum of One Thousand Five Hundred Dollars (\$1500⁰⁰) with interest on \$1500⁰⁰ thereof at the rate of eight per centum per annum, payable annually, from the 30th day of July A.D. 1890, for which amount plaintiff asks judgment.

For its Second Cause of Action the Plaintiff says:

That all allegations and averments made in respect to said promissory note, set forth in its first Cause of Action, are hereby made a part of this its second Cause of Action.

That in order to secure the payment of said promissory note set forth in its said first Cause of Action: and the interest accruing thereon, the said defendant William L. Morse, (his wife Florence V. Morse joining him therein) executed, acknowledged and delivered to the plaintiff The Connecticut Mutual Life Insurance Company, their Mortgage deed, on said 30th day of July A. D. 1890, and thereby conveyed to the plaintiff, The Connecticut Mutual Life Insurance Company, its successors and assigns forever the following described premises, lands and tenements, to-wit:

Situate in the Township of Liberty, County of Union, and State of Ohio, and known as being a part of Survey # 3444 and bounded as follows: Beginning at a stone Lynn and three beeches gone, South East corner to H. J. Hendersons land in Sullivants west-line: thence with the said line, South 92nd West 98th poles to a stone, Sugar and two ironwoods gone, corner to a lot of land formerly owned by D. Flynn: thence with the North line of said lot North 80th West 111th poles to a stone in the east line of a lot containing twenty five (25) acres owned by Levi Rea; thence with said line North 92nd East 125th poles to a stone North east corner to said 20th acre lot; thence with North line of said lot North 83rd West 27th poles to a stone: thence North 92nd East 62 poles to a

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The said defendant Florence V. Morse wife of said William L. Morse joined her said husband in the execution, acknowledgment and delivery of said Mortgage deed, and thereby did remise, release, and forever quit claim unto the plaintiff, The Connecticut Mutual Life Insurance Company, its successor and assigns forever, all her right and title of Dower in and to the above described premises.

On the 4th day of August A. D. 1890, at 10 O'clock, 40 minutes A. M. of said day said Mortgage deed was left for record in the office of the Recorder of said County of Union, and the same was duly recorded by him in Volume 30 Page 11, of Records of Mortgage deeds on the 16th day of August, A. D. 1890.

Said Mortgage deed has a certain condition thereunder written, that if the said William L. Morse and Florence V. Morse their heirs, assigns, executors or Administrators, shall well and truly pay said principal promissory note, together with said Coupon Interest notes as they severally should become due, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void; otherwise to be and remain in full force and virtue in law.

The condition of said Mortgage deed has been broken, and the same has become absolute by the non-payment of said promissory note and the interest accruing thereon, as herein set forth.

The plaintiff by virtue of said Mortgage deed has a good and valid claim upon the premises therein described, which is the first and best lien thereon.

And plaintiff avers that said William L. Morse and wife sold and by deed conveyed all said real estate to the defendants Simpson Van Cleave and Calvin Van Cleave who now claim to own said real estate; that Alice Kay Van Cleave and Lizzie Van Cleave are the wives of said Simpson and Calvin Van Cleave aforesaid.

That said Van Cleave executed to William L. Morse a Mortgage on said real estate which Mortgage has been assigned to and is now held and owned by the Peoples Bank of Marysville, Ohio; that each and all said parties claim some interest in and to said real estate, but the nature and extent thereof is unknown to plaintiff other than as herein stated but plaintiff avers that the claims of each and all the defendants hereto are junior and subordinate to the lien and claim of plaintiffs Mortgage, and all claims to the contrary are false and untrue.

That all the defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but the plaintiff is unable to state the nature or extent thereof except as herein avowed other than that all such liens and claims if any, are junior and subordinate to the lien of the plaintiffs said mortgage.

The plaintiff prays that all of the defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have,

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Wherefore, the plaintiff The Connecticut Mutual Life Insurance Company, prays judgment against the said defendant William L. Morse for the said sum of One Thousand Five Hundred Dollars (\$1500⁰⁰), with interest on \$1500⁰⁰ thereof at the rate of eight per centum per annum, payable annually, from the 30th day of July A.D. 1895.

And the plaintiff further prays that the sum of the several liens and claims on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the plaintiff's lien in its proper order of priority, and if said premises should not sell for a sum sufficient to satisfy the plaintiff's lien, then an execution issue, as upon judgment at Law, for any unsatisfied balance, and that it may have such other and further relief as in equity it may be entitled to.

The Connecticut Mutual Life Insurance Company.

By J. Hinkade

Holstein Barrett

Its Attorney

The State of Ohio,
Union County } ss:

J. Hinkade being duly sworn says that he is one of the Attorneys of record for the plaintiff herein; that said Corporation plaintiff is a Corporation organized under and by virtue of the Laws of the State of Connecticut; having its office and principal place of business at Hartford in said State; that the officers and general managers of said Company are not residents of the State of Ohio, and are now absent from Union County, Ohio, and that the matters and things alleged and set forth in the within and foregoing petition are true, as he verily believes.

Sworn to by the said J. Hinkade before me, and by him subscribed in my presence, this 9th day of December A.D. 1895

Seal

J. N. Gosnell Clerk of Courts

Marysville O. Dec. 9, 1895:

We hereby waive the issuing and service of process in the within case and enter our appearance herein.

Peoples Bank per.

C. S. Chapman Cash.

West Mansfield Ohio, Dec. 12, 1895:

We the undersigned defendants in the within case of The Connecticut Mutual Life Insurance Company vs William L. Morse et al., do hereby waive the issuing and service of process in the within case and enter our appearance herein.

- Simpson Vanderve
- W. L. Morse.
- Alice Vanderve
- Flourace V. Morse
- Calvin Vanderve
- Lizzie Vanderve

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Afterward on the 11th day of December A.D. 1895, the following answer and cross-petition of The Peoples Bank, was filed in the Clerk's office to-wit:

The Connecticut Mutual Life Insurance Company
against
William L. Morse et al.

Court of Common Pleas,
Union County, Ohio.

And now comes the defendant, "The Peoples Bank" of Marysville, Ohio, and for its answer and cross petition for its first and second cause of action says:

That it is a partnership duly organized under the laws of Ohio, and doing ^{a general banking} business at Marysville, Union County, Ohio, under the name and style of "The Peoples Bank."

That on the 1st day of April A.D. 1893, the said defendants Simpson Vanderve and Calvin Vanderve made execute and delivered to said defendant William L. Morse their two certain promissory notes, which said notes the said defendants William L. Morse on the 8th day of April A.D. 1893, and before the same became due, duly assigned and transferred to this defendant "The Peoples Bank" that said defendant William L. Morse in assigning and transferring said notes to this defendant said "The Peoples Bank" for value received duly indorsed said notes and guaranteed the payment thereof unto this defendant "The Peoples Bank" each of said notes being for the sum of Three hundred thirty-eight and 44/100 Dollars. Copies of which with all credits and indorsements thereon are in the words and figures following to-wit: "First Note"

\$ 338 ⁴⁴/₁₀₀

April first 1893.

On the first day of April 1894, I, or we or either of us promise to pay William L. Morse or bearer, Three hundred thirty-eight and 44/100 dollars, value received with eight per cent interest, after due, to be paid annually, and 8 per cent before due.

(Signed) C. R. Vanderve

Simpson Vanderve

Said note is indorsed as follows: "Demand notice and protest waived and judgment guaranteed, W. L. Morse".

Said note has certain indorsed as follows:

"Paid Aug. 10/94 One hundred dollars"

"Paid Sept. 27/94 One hundred dollars."

"Paid June 3/95 One hundred dollars."

Second Note.

\$ 338 ⁴⁴/₁₀₀

April first 1893.

On the first day of April 1895, I, or we, or either of us, promise to pay Wm L. Morse, or bearer, Three hundred thirty-eight and 44/100 dollars, value received, with eight per cent interest after due, to be paid annually, and 7 per cent before due.

C. R. Vanderve

Simpson Vanderve

Said note is indorsed as follows: Demand, notice, and protest waived and payment guaranteed.

W. L. Morse.

There are no credits on said note.

That this defendant "The Peoples Bank" is now the legal owner and holder of said two promissory notes above set forth.

That there is now due this answering defendant and cross-petitioner

upon said note from the said defendants Simpson Vanclere and Calvin B. Vanclere as makers, and from said defendant-William L. Morse as guarantor of payment of said note the sum of (\$87.96) Eighty Seven dollars and ninety six cents, upon the first of said note with interest on said sum at 8 per centum per annum, payable annually from June 3, 1895; making amount due on said first to the first day of the term of this Court to wit to January 13, 1896, the sum of (\$92.26) Ninety two & 26/100 dollars.

And upon the second of said note the sum of Three hundred Thirty Eight and 4/10 (\$338.40) dollars with interest on \$338.40 thereof at the rate of 7 per centum from date April 1st 1893, until maturity thereof April 1st 1896; and with interest on said \$338.40 at the rate of 8 per centum payable annually from maturity, April 1st 1896, making due on said second note to the first day of the next term of this Court the sum of \$407.00.

That there will be due this defendant upon said two promissory notes to the first day of the term of this Court the total sum of \$499.43, for which amount the answering defendant and Cross-petitioner "The Peoples Bank" ask judgment against said defendants said Simpson Vanclere and Calvin B. Vanclere as makers and against the said defendant William L. Morse upon his said guaranty of payment.

For second cause of action against said defendants Simpson Vanclere and Calvin Vanclere, this answering defendant and Cross-petitioner "The Peoples Bank" says, that all allegations and averments made in respect to said two promissory notes set forth in its first Cause of action herein are hereby made a part of this its second cause of action.

That in order to secure the payment of said two promissory notes set forth in its said first cause of action herein set forth, and the interest accruing thereon, the said defendants, Calvin B. Vanclere, and Simpson Vanclere (his wife Alice Vanclere joining therein) executed, acknowledged and delivered to the said defendant-William L. Morse, their certain mortgage deed on the 6th day of April 1893 and thereby conveyed to said defendant, William L. Morse, his heirs and assigns forever the following described premises to-wit:

Situated in Liberty Township, Monroe County, Ohio, and part of survey No 3444, Bounded and described as follows:

Beginning at a stone, Lynn and 3 beeches (gone) South east corner M. J. Henderson's land and in Sullivan's west-line; Thence with said line 89 1/2 W. 98 poles to a stone, Sugar and 2 ironwoods (gone) corner to a lot of land owned by D. Clin; Thence with the North line of said lot N. 80 1/4 W. 111 5/100 poles to a stone in the east-line of a lot containing 28 acres owned by Levi Red; Thence with said line N. 9 1/2 East-12 5/100 poles to a stone N.E. corner to said 28 acre lot; Thence with the N. line of said lot N. 88 1/2 W. 27 1/2 poles to a stone; Thence N. 9 1/2 E. 62 poles to a stone in the center of the Waldo and East Liberty road and South west corner to M. J. Henderson's land; Thence with the center of said road N. 57 1/2 E. 38 1/2 poles to a stone in the center of said road; Thence S. 79 1/2 E. 52 poles; Thence S. 9 1/2 W. 2 1/2 poles to a stone; Thence S. 79 1/2 E. 4 poles to a stone; Thence S. 9 1/2 E. 2 1/2 poles to a stone; Thence S. 79 1/2 E. 54 1/2 poles to the beginning, containing Eighty-one and 7/8 acres of land be the same more or less.

That said defendant-Alice Vanclere wife of Simpson Vanclere joined her said husband in the execution, acknowledgment and delivery of said mortgage deed, and did thereby renounce, release and forever

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quit claim unto said William L. Morse, his heirs and assigns forever, all her right and title of dower in and to the above described premises.

That on the 7th day of April 1893, at 10 O'clock 35 minutes A. M. of said day said mortgage deed was left for record in the office of the Recorder of said County of Union, and the same was duly recorded by him in Volume 82 Page 83 of record of Mortgages on the 15th day of April 1893.

That afterwards to-wit on or about the 8th day of April 1893 the said defendant William L. Morse transferred and assigned said mortgage deed and the said m^onto secured thereby to this defendant "The Peoples Bank" for value received.

That since the execution of said mortgage said defendant Lizzie Vandevine has become the wife of said defendant Calvin B. Vandevine.

That said mortgage deed has a certain condition thereunder written, that if said defendants Calvin Vandevine and Simpson Vandevine shall pay or cause to be paid their two certain promissory m^onto described therein (and fully set forth in the first cause of action in this Cross-Petition) and interest thereon when they became due then these presents to be void.

That the conditions of said mortgage deed has been broken and the same has become absolute by the non-payment of said promissory m^onto and the interest thereon as herein set forth.

That this answering defendant and Cross-Petitioner "The Peoples Bank" has a good and valid claim upon the premises in said mortgage deed described.

That the plaintiff herein The Connecticut Mutual Life Insurance Company claims a lien upon said premises as duly set forth in petition of the plaintiff herein, but that the nature and extent thereof is to this answering defendant unknown other than is claimed in said petition.

That each and all the other defendants, To-wit; Simpson Vandevine, Calvin Vandevine, Alice Vandevine, Lizzie Vandevine, Wm L. Morse and Florence V. Morse, and plaintiff claims some interest in and to said real estate but the nature and extent thereof is unknown to this answering defendant and Cross-Petitioner except herein stated.

This answering defendant and Cross-Petitioner "The Peoples Bank" prays that all of the said defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer the same and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have.

Wherefore this answering defendant and Cross-Petitioner, prays judgment against the said defendants William L. Morse, Simpson Vandevine, and Calvin Vandevine for said sum of \$8796, with interest thereon at 8 per cent. from January 3, 1890; and for \$33844 with interest thereon at 7 per cent. from April 1st 1893 to April 1st 1896; and with interest at 8 per cent. thereon from said April 1st 1896; (making a total sum to the first day of the Term of \$49943).

And this Answering defendant and Cross-Petitioner further prays that the priority of the several liens and claims on said mortgaged premises may be established;

That the said premises may be ordered to be sold according to law; and the proceeds of such sale may be applied:

First: - to the payment of taxes, if any are due on said premises;

Second:- To the payment of the costs of this action; And the balance to the payment of the liens ^{in thing} proper order of priority; and if said premises should not sell for a sum sufficient to satisfy the liens of this defendant and Cross-Petitioner, that an execution issue, as upon judgment at law for any unsatisfied balance, and for such other and proper relief as in equity it may be entitled.

This defendant and Cross-Petitioner also pray for a judgment against said William L. Morse, Simpson Vandever and Calvin Vandever as claimed in its first cause of action therein duly set forth upon said two notes for \$57,96 with 8% from January 3/95, and \$338.44 with 7% April 93. to April 95; and 8% from April 1895; and that execution may issue thereon against the said defendants therein named for the amount therein claimed \$499.43 to January 13, 1896, the first day of the term of this Court and for such other and further relief as may be proper.

The Peoples Bank of Marysville, O.
By J. H. Knikade its Attorney.

The State of Ohio, Union County, ss:

Charles S. Chapman being duly sworn says that he is the Cashier of The Peoples Bank the Cross-Petitioner above named and that the matters and things alleged and set forth in the foregoing Answer and Cross-Petition are true as he verily believes.

Charles S. Chapman.

Sworn to by said C. S. Chapman Cashier of The Peoples Bank of Marysville, O. and by him subscribed in my presence this 11th day of Dec. 1895:

(Signature)

J. N. Hosmer Clerk

West-Crawfield, Ohio, Dec. 12th 1895.

We the undersigned defendants in the within case of The Connecticut Mutual Life Insurance Company vs W^m L. Morse and others do hereby ~~waive~~ enter our appearance or answer and Cross-Petition of the Peoples Bank, and waive the issuing and service of Summons therein.

Simpson Vandever
Alice Vandever
W. L. Morse
Florence V. Morse
Calvin Vandever
Lizzie Vandever

Afterward on the 15th day of January A.D. 1896, the following Entry was filed in the Clerks office to-wit:

Entry.

7009

The Connecticut Mutual Life Insurance Company. |
against
William L. Morse et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the Plaintiff, The Connecticut Mutual Life Insurance Company, the Answer and Cross-Petition of the defendant - "The Peoples Bank" of Marysville Ohio.

The said defendant - William L. Morse Florence V. Morse his wife, Simpson Vandever, Alice May Vandever his wife, Calvin Vandever and Lizzie Vandever

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his wife, being in default for answer or demurrer to the said petition and to said Cross-Petition and the Court having heard the evidence and being fully advised in the premises doth find:

1st. All and singular the statements contained in said petition and in said Cross-Petition to be true.

2nd. That there is now due the plaintiff The Connecticut Mutual Life Insurance Company from the said defendant William L. Morse upon said promissory note in the said first Cause of Action set forth in the plaintiffs petition, the sum of (\$155467) One Thousand Five Hundred Fifty four & 67/100 Dollars, which is entitled to draw interest from the first day of the present term of this Court, to-wit. from January 13, 1896.

3rd. That there is now due to said defendant "The Peoples Bank" of Mansville O. upon the Cause of Action stated in the Cross-Petition herein from said defendants Simpson Vanclive and Calvin Vanclive as makers of said notes, and from said William L. Morse defendant upon his guaranty of payment thereof the sum of (\$49943) Four Hundred ninety nine & 73/100 Dollars which is entitled to draw interest from the first day of the present term of this Court to-wit. from January 13, 1896, at 8 percent per annum, payable annually.

4th. And that, except what may hereafter be found due to the State, etc, for taxes on said mortgaged property, if any thing, the priority of the liens of the parties hereto, upon said mortgaged premises, is as follows:

First:- To the plaintiff The Connecticut Mutual Life Insurance Company upon its Mortgage lien the sum of \$155467 with 8% interest from January 13, 1896.

Second:- To the Cross-Petitioner "The Peoples Bank" of Mansville O. upon the Mortgage lien held by it the sum of \$49943 with 8% interest payable annually from January 13, 1896.

Wherefore it is adjudged by the Court that the plaintiff herein The Connecticut Mutual Life Insurance Company recover against the said William L. Morse defendant the sum of \$155467 with interest at 8% from January 13, 1896, together with its costs in this behalf expended, taxed at \$9.25, for which execution is awarded.

And it is further ordered by the Court that unless the said defendant William L. Morse pay or cause to be paid said above adjudged sum of money to the plaintiff within 10 days from the date of this entry hereof, an order of sale issue to the Sheriff, for the time being, of said County, commanding him as such said Sheriff to cause said premises to be appraised advertised and sold as upon execution, and that he bring the proceeds of such sale into Court to be distributed according to its further order.

And it is also adjudged by the Court that the defendant Cross-Petitioner "The Peoples Bank" of Mansville O. herein recover against the said defendants Simpson Vanclive and Calvin B. Vanclive as makers of notes in said Cross-Petition set forth and against said William L. Morse defendant as guarantor of payment thereof, the said sum of \$49943 with 8% interest per annum payable annually from January 13, 1896, together with its costs in this behalf expended taxed to \$ for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Simpson Vanclive and Calvin Vanclive or William L. Morse pay, or cause to be paid said above adjudged sum of money to the said

Cross-Petitioner "The Peoples Bank" within 10 days from the date of the entry hereof, an order of sale issue to the Sheriff, for the time being, of said County, commanding him as such said Sheriff to cause said premises to be appraised, advertised and sold as upon execution, and that he bring the proceeds of such sale into Court to be distributed, according to its further order

J. H. Kinkade Atty.

Attest

J. N. Gosnell
Clerk.

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Please continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to wit: On the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit: On the 30th day of August a.D. 1895. The Connecticut Mutual Life Insurance Company filed in the Clerks Office of the said Court of Common Pleas the following Petition against Elnathan H. Reed et al to-wit:

Petition

6955

The Connecticut Mutual Life Insurance Company
against
Elnathan H. Reed,
Kattalia C. Reed his wife,
Alonzo J. Whitney Ed
The Union Carriage Co. Ed
H. C. Beyerly.

Court of Common Pleas
Union County, Ohio.

The said plaintiff, The Connecticut Mutual Life Insurance Company, a Corporation duly organized under and by virtue of the laws of the State of Connecticut and authorized to do business in the State of Ohio, complains of the defendants, and for its first Cause of Action says:

That on the 9th day of January A.D. 1891, the said defendants Elnathan H. Reed and Kattalia C. Reed made, executed, and delivered to plaintiff their certain principal promissory note, a true copy of which with all credits and endorsements thereon, is in the words and figures following, to wit:

No. 680.

First Mortgage Coupon Note. \$1,300.

Marysville, Ohio, January 9th 1891.

Five years after date we promise to pay to the order of The Connecticut Mutual Life Insurance Company One Thousand Three Hundred Dollars, Negotiable and payable at the office of said Company, in Hartford, Conn. Value received, with interest at 8 per cent. per annum after due until paid.

The interest on this note to maturity is represented by Coupon notes hereto attached, which, with this principal note, are secured by first lien on property described in the Mortgage given to secure the same.

This note is payable without grace.

The makers have the right to prepay this note in installments of \$100 or any multiple thereof at any interest pay day and such payments shall stop interest at the rate of six per cent. per annum on the amount so paid from the time of such payment.

(Signed) Elnathan H. Reed
Kattalia C. Reed

That this plaintiff is now the legal owner and holder of said promissory note, and that no payments have been made thereon, and the same is now due, by reason the non-payment of the interest note payable July 9th 1896, as will more fully appear herein after.

That there is now due plaintiff on said promissory note from said defendants Elnathan H. Reed and Kattalia C. Reed the sum of Thirteen Hundred Dollars, \$1300⁰⁰ with interest on \$1300⁰⁰ thereof at the rate of 8 per centum per annum, payable annually from the 9th day of July A.D. 1896;

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for which amount plaintiff asks judgment.

For Second Cause of Action Plaintiff says: that as a part of the same trans- action as the execution of the principal note set out in the first cause of action herein, on said Jan'y 9, 1891, the said defendants Elnathan H. Reed, Ed Kattallia C. Reed executed to the plaintiff their ten certain Coupon interest notes representing and inducing the semi-annual installments of interest pay- able on said principal note and payable to the order of the plaintiff in 6-12-18-24- 30-36-42-48-54 and 60 months after date respectively, each for the sum of (\$ 39⁰⁰) Thirty nine dollars with eight per cent. interest per annum after maturity.

That the first eight maturing of said ten Coupon interest notes are paid.

That the remaining two are wholly unpaid, and the plaintiff is still the legal holder, and owner of the same.

That a true copy of the ninth of said Coupon interest notes is in the words and figures following to-wit:

\$ 39⁰⁰.

Marysville, Ohio, January 9th 1891.

Fifty four months after date we promise to pay to the order of The Connecticut Mutual Life Insurance Company. Thirty Nine Dollars, Negotiable and payable at the office of said Company in Hartford, Connecticut. Value received with interest at eight per cent. per annum after maturity. This note is payable without grace.

Elnathan H. Reed
Kattallia C. Reed

That the said 9th Coupon interest note is due, and wholly unpaid, and plaintiff asks judgment thereon against the said makers thereof and defendants Elnathan H. Reed and Kattallia C. Reed, for Thirty nine (\$ 39) dollars with eight per cent. interest from July 9, 1890, thereon.

For third Cause of Action the plaintiff says:

That all allegations and averments made in respect to said promissory notes, set forth in its 1st and 2nd Causes of Action, are hereby made a part of this its 3rd Cause of Action.

That in order to secure the payment of said promissory notes set forth in its said 1st and 2nd Causes of Action; and the interest accruing thereon, the said defendants Elnathan H. Reed and Kattallia C. Reed, his wife executed, acknowledged and delivered to the plaintiff, The Connecticut Mutual Life Insurance Company their mortgage deed, on said 9th day of January A.D. 1891, and thereby conveyed to the plaintiff The Connecticut Mutual Life Insurance Company, its successors and as- signs forever the following described premises, lands and tenements, to-wit:

Situated in the Township of Washington, County of Lennox, and the State of Ohio, and known as part of Survey No. 12289, Beginning at a stake in the center of the Shirtzer Road and north east corner to a 35 acre tract sold by A. J. Carpenter to Kattallia C. Reed; Thence with true meridian course as follows: with the center of said road north 8 degrees 20 minutes West- 69.16 poles to a stone in the center of said road; Thence South 88 degrees 55 minutes West- 107.88 poles to a stone; Thence south 7 degrees 50 minutes east- 69.16 poles to a stone the north west corner to Kattallia C. Reed; Thence with her north line north 88 degrees 55 minutes east- 108.48 poles to the beginning, containing 40 acres more or less.

Also the following described land situated in the same township, County, and State, and part of Survey No. 12289, described as follows:

Beginning at a stake in the center of the Shirtzer road and northeast corner to a tract of 25 acres sold by A. J. Carpenter to Solomon

Shurtzer; thence with true meridian course as follows: with the center of said Shurtzer road North 8 degrees 20 minutes 57.80 poles to a stone north-east corner to a tract of 40 acres sold by said A. F. Carpenter to Elnathan H. Reed; thence with said Elnathan H. Reed's south line, South 83 degrees 55 minutes west 108.48 poles to a stone, the southwest corner of said Elnathan H. Reed's land; thence South 7 degrees 50 minutes east 57.85 poles to a stone northwest corner of said Solomon Shurtzer's land; thence with his north line, North 83 degrees 55 minutes east 109 poles to the beginning; containing 85 acres more or less and containing in both tracts 75 acres.

The said defendant, Mattalia B. Reed, wife of said Elnathan H. Reed joined her said husband in the execution, acknowledgment and delivery of said mortgage deed and thereby did Remise, Release, and forever Quit Claim unto the plaintiff, The Connecticut Mutual Life Insurance Company, its successors and assigns forever, all her right and title of dower in and to the above described premises.

On the 13th day of January A.D. 1891, at 9 O'clock 25 minutes A.M. of said day said mortgage deed was left for record in the office of the Recorder of said County of Union, and the same was duly recorded by him in Volume 30 Page 230 of Records of Mortgage Deeds, on the 15th day of January A.D. 1891.

Said mortgage deed has a certain condition therein written, that if the said Grantors and Mortgagees their heirs, assigns, executors or Administrators, shall not and truly pay said principal promissory note, together with said Coupon interest notes as they should severally become due, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same shall be void; otherwise to be and remain in full force and virtue in law.

The condition of said mortgage deed has been broken, and the same has become absolute by the non-payment of said promissory note and the interest accruing thereon, as herein set forth.

The plaintiff by virtue of said mortgage deed has a good and valid claim upon the premises therein described, which is the first and best lien thereon.

Said mortgage deed has also a condition therein written and contained, that in the event of the non-payment at maturity of any Coupon interest note therein named said principal note might then become due and interest thereon be computed at eight per cent. per annum from date of said default, and said mortgage be foreclosed at the option of the plaintiff without any notice or demand, and the plaintiff has elected to exercise said option, and said mortgage is foreclosable, because said Coupon interest note named in said mortgage payable on the 9th day of July, 1895; and set out in the second cause of action herein is due and wholly unpaid, and wherefore said principal note is now due, and collectable with 8 per cent. interest from July 9th 1895; and hence this suit:

For a fourth cause of action: Plaintiff says, that said lands covered by said mortgage deed were sold by the Auditor of Union County Ohio Jan'y 15, 1895 for taxes at sale of lands delinquent for taxes and that said plaintiff the Connecticut Mutual Life Insurance Company became the purchaser thereof paying said Auditor of Union County Ohio the sum of \$117.99 the amount of delinquent and costs for transfer of same making \$120.15; and that there is due the plaintiff thereon the sum of \$120.15 with interest thereon by terms of mortgage at 8% from Jan'y. 15, 1895:

That all the other defendants herein named have a lien or liens upon

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or other interests in said mortgaged premises, but the plaintiff is unable to state the nature or extent thereof, other than that all such liens and claims, if any, are junior and subordinate to the lien of the plaintiffs said mortgage.

The plaintiff prays that all of the defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims and liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto.

Therefore, the plaintiff, The Connecticut Mutual Life Insurance Company, prays judgment against the said defendants Elnathan H. Reed and Kattalia C. Reed for said sum of Thirteen Hundred and Thirty Nine Dollars (\$1339.00), with interest on \$1339.00 thereof at the rate of 8 per cent. per annum, ^{Tax \$120.15} _{payable annually} from the 9th day of July A.D. 1895; and also with interest on \$120.15 paid for delinquent taxes at 8% from January 15, 1896:

Mortgage \$1339.00, at 8% from July 9, 1895. Taxes \$120.15 at 8% from Jan'y. 15, 1895.

And the plaintiff further prays that the priority of the several liens and claims on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the plaintiffs lien in its proper order of priority, and if said premises should not sell for a sum sufficient to satisfy the plaintiffs lien, that an execution issue, as upon judgments at law, for any unsatisfied balance, and that it may have such other and further relief as in equity it may be entitled to.

The Connecticut Mutual Life Insurance Company.
By J. H. Kinkade Esq
Holstein & Barre
Its Attorneys.

The State of Indiana, Marion County, ss:

Charles L. Holstein being duly sworn says that he is one of the Attorneys of record for the plaintiff herein; that said ^{plaintiff is a} Corporation organized under and by virtue of the laws of the state of Connecticut, having its office and principal place of business at Hartford in said state; that the officers and general managers of said Company are not residents of the state of Ohio, and are now absent from Marion County, Ohio, and State of Indiana as well, and that the matters and things alleged and set forth in the within and foregoing petition are true, as he verily believes.

Charles L. Holstein.

Sworn to by the said Charles L. Holstein before me, and by him subscribed in my presence, this 26th day of August A.D. 1895.

Isaac C. Prokan.
Notary Public Marion Co. Ind.

Receipt The Connecticut Mutual Life Insurance Company against Elnathan H. Reed, and Kattalia C. Reed his wife & George J. Whitney.

6955

In the Court of Common Pleas.
To the Clerk of said Court:
Issue a summons for said defendants directed to the Sheriff of Marion

County, Ohio, returnable according to law.
 Endorse: "Decline for wrong, sale of mortgaged lands, and Relief."
 Amount claimed \$ 1339⁰⁰ with interest on \$ 1339⁰⁰ thereof at the rate of
 8% per annum from the 9th day of July, 1895.
 The Connecticut Mutual Life Insurance Company.
 By J. H. Hinkade and
 Holstein Barrett. Its Attorneys.

Answer. I do
 Appear
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 Nattalia
 Whitney

Receipt

Waysville Ohio, Dec. 11th 1895.

To Clerk:

Issue summons for the following named
 parties as defendants herein to-wit: The Kenton Carriage Co. of Kenton Ohio,
 and H. C. Byrnes of Lane Ohio.

Answer. I do
 Appear
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 Nattalia
 Whitney

J. H. Hinkade
 Atty for Plf.

We hereby waive the issuing and service of summons and enter
 our appearance herein, this 9th day of September A.D. 1895.

Elnathan Reed
 Nattalia C. Reed
 By John W. Bondrich their Atty.

Answer
 Ed Cross-
 Petition of
 H. J. Whitney.
 695⁵

Summons.

Afterward on the 30th day of August - A.D. 1895; the following summons
 was issued by the Clerk of this Court to-wit:

The State of Ohio }
 Union County, ss } To the Sheriff of Union County:

You are hereby commanded to notify Elnathan H. Reed, Nattalia
 C. Reed his wife, and George J. Whitney that they have been sued by The
 Connecticut Mutual Life Insurance Company, in the Court of Common
 Pleas of Union County, and must answer by the 28th day of September
 A.D. 1895, or the petition of the said plaintiff will be taken as true, and
 judgment rendered accordingly.

You will make due return of this summons on the 9th day of
 September A.D. 1895.

Witness my hand and the seal of said Court, this 30th
 day of August - A.D. 1895.

Sheriff's Return.

The State of Ohio } Union County } ss:	
Sheriff's Fees.	
Service Return.	50
Milage,	1 00
Copy,	60
Total	2 10

Received this writ September 2nd 1895; at 8
 O'clock A. M. and served same by leaving a true copy
 of this writ with the endorsements thereon at the usual place
 of residence of George J. Whitney on the 6th day of Sept. 1895.
 Elnathan H. Reed and Nattalia C. Reed not found.

Wm. Snodgrass Sheriff.

Lane Ohio, December 12th 1895:

We hereby waive the issuing and service of summons and enter
 our appearance in the within case of The Connecticut Mutual Life Insurance
 Company upon petition in foreclosure against Elnathan H. Reed and
 Nattalia C. Reed and others and also in the answer and cross petition of
 H. J. Whitney herein.

Kenton Carriage Co.
 Paul Watts Pres.

Answer
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Lancaster Ohio, December 16th 1895.

Waiver.

I hereby waive the issuing and service of Summons, and enter my appearance in the within case of The Connecticut Mutual Life Insurance Company upon Petition in foreclosure against Elnathan H. Reed and Kattalia C. Reed and others and also in the answer and cross-petition of A. J. Whitney herein.

A. C. Birley

Kenton Ohio, December 21st 1895.

Waiver.

We hereby waive the issuing and service of Summons and enter our appearance in the within case of The Connecticut Mutual Life Insurance Company upon petition in foreclosure against Elnathan H. Reed and Kattalia C. Reed and others and also in the answer and cross-petition of A. J. Whitney herein.

Kenton Carriage Co.
Paul Katto Pres.

Answer
to Cross-
Petition of
A. J. Whitney.
6955

On the 14th day of September A. D. 1895, the following Answer and Cross-petition was filed by the Clerk of said Court to-wit:

The Connecticut Mutual Life Insurance Company
against
Elnathan H. Reed
Kattalia C. Reed &
Alonzo J. Whitney, The
Kenton Carriage Co &
A. C. Birley.

Court of Common Pleas
Kenton County, Ohio.

Now comes the defendant Alonzo J. Whitney and files his Answer and Cross-petition herein, and says: That on the 12th day of January, 1891, the defendants Elnathan H. Reed and Kattalia C. Reed, made, executed and delivered to the said Alonzo J. Whitney their five promissory notes of that date, for the sum of One Hundred Dollars each, and due respectively in One, Two, Three, Four and Five years, with interest at the rate of eight per cent per annum, payable annually from date, of which notes the following are copies:

First note: \$100⁰⁰ January 12. 1891.

One year after date I, we, or either of us promise to pay to the order of A. J. Whitney - One Hundred Dollars, at Mansville, Ohio, with interest at 8 per cent per annum, payable annually from date, Value received.
No. 1. Due 1 year from date. Elnathan H. Reed.
Kattalia C. Reed.

Indorsed "Paid on within one year interest"
"Paid on within Two years interest"

Second note. \$100⁰⁰ January 12. 1891.

Two years after date I, we, or either of us promise to pay to the order of A. J. Whitney - One Hundred Dollars, at Mansville, Ohio, with interest at 8% per annum from date payable annually, Value received
No 2. Due 2 years from date - Elnathan H. Reed.
Kattalia C. Reed.

Indorsed - "Paid on within Two years interest."
"Paid on within One year interest"

Third note -
\$100⁰⁰

January 12. 1891.

Three years after date & or either of us promise to pay to the order of A. J. Whitney, One Hundred Dollars, at Marysville, Ohio, with interest at 8% per annum, payable annually from date, value received.

No. 3. Due 3 years from date.

Emathan H. Reed.
Kattalia G. Reed.

Indorsed: - "Paid on within one year interest."
"Paid on within two years interest."

Fourth note -
\$100⁰⁰

January 12. 1891.

Four years after date & or either of us promise to pay to the order of A. J. Whitney, One Hundred Dollars, at Marysville, Ohio, with interest at 8% per annum from date, payable annually, value received.

No. 4, due 4 years from date.

Emathan H. Reed.
Kattalia G. Reed.

Indorsed. - "Paid on within one year interest."
"Paid on within two years interest."

Fifth note -
\$100⁰⁰

January 12. 1891.

Five years after date & or either of us promise to pay to the order of A. J. Whitney, One Hundred Dollars, at Marysville Ohio, with interest at 8% per annum, payable annually from date. Value received.

No. 5. Due 5 years from date.

Emathan H. Reed.
Kattalia G. Reed.

Indorsed. - "Paid on within one year interest."
"Paid on within two years interest."

No payments have been made on said notes (other than the interest indorsed thereon) and there is due thereon to said Alroyo J. Whitney the sum of (\$500⁰⁰) Five hundred dollars with interest at Eight per cent per annum payable annually from the 12th day of January 1894, making amount now due (\$568⁰⁰) Five hundred and sixty eight dollars, for which amount said defendant Alroyo J. Whitney as the legal owner and holder of said notes asks judgment with interest thereon at 8% per annum from September 12th 1895 against said defendants Emathan H. Reed and Kattalia G. Reed.

For a second cause of action said defendant Alroyo J. Whitney says, that all allegations and averments made in respect to said promising notes set forth in his first Cause of Action are hereby made a part of this his second Cause of Action,

That at the time of the execution and delivery of said notes by said defendants Emathan H. Reed and Kattalia G. Reed, and to secure the payment of the same, said Emathan H. Reed and Kattalia G. Reed his wife thereby also released their respective rights and expectancies of dome as husband and as wife in said premises, made, executed and delivered to said Alroyo J. Whitney their mortgage deed upon the premises set forth and described in plaintiffs petition and hereby conveyed to said defendant Alroyo J. Whitney, said premises.

Said mortgage deed had a condition written therein as follows: that if said notes should be paid, then said mortgage deed to be void.

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The said mortgage deed has become absolute; the conditions thereof have been broken.

Said mortgage deed was filed with the Recorder of Union County, Ohio, for record on the 17th day of January 1891, at 8:45 P.M. and was recorded in Volume 26 Page 157 of records of Mortgages for Union County, Ohio.

That said defendants Elmathan H. Reed and Natalia C. Reed, each made and executed and delivered said mortgage in their own respective rights and also released their respective rights of dower each to the land of the other as husband and wife respectively.

Defendant Alongo J. Whitney therefore prays that the Court decree the foreclosure of his mortgage herein, and for order of sale of said premises and that out of the proceeds of the sale of said premises, that the Court order the payment of his claim subject only to the payment of the claim of the plaintiff and that the amount due him upon his mortgage may be found and declared and for such other and further relief as he may be entitled, and if said premises should not sell for a sum sufficient to satisfy the said Alongo J. Whitney, then that an execution issue, as upon judgments at law for any unsatisfied balance, and that he may have such other and further relief as in equity he may be entitled.

J. H. Kinkade Attorney for Alongo J. Whitney.

State of Ohio, Union County, ss:

Alongo J. Whitney being duly sworn, says that the foregoing pleading setting forth his said claim and the allegations and facts therein set forth are as he believes true.

A. J. Whitney.

Sworn to and subscribed before me by said Alongo J. Whitney this 14th day of September A.D. 1895.

(Seal)

J. W. Tilton Notary Public.

We hereby waive the issuing and service of Summons and enter our appearance herein this 2nd day of December 1895.

E. H. Reed.

N. C. Reed.

By E. H. Reed.

Marysville, Ohio, December 11th 1895.

Plaintiff.

To The Clerk. Issue Summons for the following named parties as defendants herein, to-wit: The Kinton Carriage Co. of Kinton, Ohio, and H. C. Pyerly of Laure Ohio.

J. H. Kinkade Atty. for Puff.

Entry

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The Connecticut Mutual Life Insurance Company.

against

Elmathan H. Reed and Natalia C. Reed et al

Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard by the Court.

upon the petition of the plaintiff.

The said defendants Elmathan H. Reed and Mattalia C. Reed his wife being in default for answer or demurrer to the said petition of the plaintiff and the Court having heard the proofs and evidence adduced and being fully advised in the premises doth find.

1st All and singular the statements contained in said petition to be true.

2nd That there is now due to the plaintiff The Connecticut Mutual Life Insurance Company from the said defendants Elmathan H. Reed and Mattalia C. Reed upon the promissory note in the first cause of action set forth in the said plaintiffs petition the sum of \$1817 ³³/₁₀₀ which is entitled to draw interest at the rate of 8 per centum per annum from the first day of the present term of this Court to-wit, from the 9th day of September 1895.

And upon the promissory note the second cause of action set forth in the said plaintiffs petition the sum of \$395² which is entitled to draw interest at the rate of 8 per centum per annum from the first day of the present term of this Court to-wit, the 9th day of September 1895.

And upon the claim for taxes in the fourth cause of action in said plaintiffs petition set forth the sum of \$1264² which is entitled to draw interest at the rate of 8 per centum per annum from the first day of the present term of this Court to-wit, September 9th 1895.

The plaintiff upon the said several different causes of action in said petition set forth, is entitled to recover from said Elmathan H. Reed and Mattalia C. Reed as above set forth the total sum of \$1453²⁷ which said sum is entitled to draw interest at 8 per centum per annum from the first day of the present term of this Court to-wit, from September 9th 1895.

Wherefore it is adjudged by the Court that the defendants equity of redemption be foreclosed and that the plaintiff The Connecticut Mutual Life Insurance Company recover of the defendants Elmathan H. Reed and Mattalia C. Reed the said sum of \$1453²⁷ with 8 per cent interest from September 9th 1895 together with the costs herein taxed at \$ for which execution is awarded.

And it is further ordered by the Court that, unless the said defendants Elmathan H. Reed and Mattalia C. Reed pay or cause to be paid said above adjudged sum of money to the plaintiff within 10 days from date of the entry hereof, an order of sale issue to the Sheriff, for the time being of said County, commanding him as such Sheriff to cause said premises to be appraised advertised and sold as upon execution, and that he bring the proceeds of such sale into Court to be distributed according to its further order.

And as to the Answer and Cross-petition of the defendant A. J. Whitney and as to the question of the priority of the different liens this cause is continued.

J. S. Hinkade Atty for Plf.
Brodrick .. For Defs. Reed & Reed.

Order of Sale.

Afterward on the 17th day of December A. D. 1895, the following Order of Sale was issued by the Clerk of said Court to-wit:

The State of Ohio, Union County, ss:
To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court-House in Marysville, in said County of Union, on the 2nd day of December A. D. 1895-

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The Connecticut Mutual Life Insurance Company obtained a judgment and Decree against Elnathan H. Reed and Kattallia C. Reed his wife for the sum of \$1783²⁷ and \$14⁵² costs of suit.

And whereas, it was then and there, by said Court-ordered, adjudged and decreed, that the said Elnathan H. Reed and Kattallia C. Reed within 10 days from the 2nd day of December A.D. 1895; pay unto the said Connecticut Mutual Life Insurance Company the said sum of \$1783²⁷, with interest from the 9th day of September 1895; and costs aforesaid; and, on default to pay the same, that an order of Sale issue to the Sheriff of said County, Commanding him to proceed, according to the statute regulating judgments and Executions at Law, to sell the real estate described in the plaintiff's petition, &c. And whereas, the ten days aforesaid have fully expired, and the said sum of \$1783²⁷, and costs aforesaid, have not been paid, or any part thereof, as appears from record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to-wit:

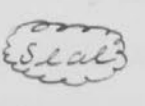
Situate in the Township of Washington County of Union, and State of Ohio, and known as part of Survey No. 12289, Beginning at a stake in the center of the Shurtzer Road and Northeast-corner to a 85-acre tract sold by A. T. Carpenter to Kattallia C. Reed, thence with true meridian course as follows.

With the center of said Shurtzer Road N. 8² 20' W. 69.15 poles to a stone in the center of said road, thence S. 7² 50' E. 69.15 poles to a stone the northwest-corner to Kattallia C. Reed's: thence with her north line N. 83² 55' E. 108.48 poles to the beginning, containing 40 acres more or less.

Also the following described land situate in the same township, County and State and part of Survey No. 12289, described as follows: Beginning at a stake in the center of the Shurtzer road and northeast-corner to a tract of 25 acres sold by A. T. Carpenter to Solomon Shurtzer: thence with true meridian course as follows with the center of said Shurtzer road N. 8² 20' W. 51.85 poles to a stone northeast-corner to a tract of 40 acres sold by said A. T. Carpenter to Elnathan H. Reed: thence with said Elnathan H. Reed's south line S. 83² 55' E. 108.48 poles to a stone the southeast-corner of said Elnathan H. Reed's land; thence S. 7² 50' E. 51.85 poles to a stone, northwest-corner of said Solomon Shurtzer's land, thence with his north line north 83² 55' E. 109 poles to the beginning containing 85 acres more or less and containing in both tracts 75 acres.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating sales on Executions, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings hereon, to our Court of Common Pleas within thirty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 17th day of December A.D. 1895.
J. N. Cornell Clerk.



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Sheriff's Return.

The State of Ohio, Union County, ss:	
Sheriff's Fee-	
Service	25
Livery	25
Sum Appraisers	1 20
Swear	25
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Writing Appraisal	25
Copy of "	25
Notice Printed	25
Affid. of "	25
Writing Notice	25
Mileage	8 52
Poundage	21 60
Return	25
Total	29 47

In obedience to the command of the Order of Sale hereto annexed, I did on the 24th day of December, 1895, summon William Acton, James Day and A. D. Colver three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described upon actual view, and afterward, on the 24th day of December A.D. 1895, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at \$2430⁰⁰. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 25th day of December 1895, I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 25th day of January A.D. 1896, at

One O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit, 5 consecutive weeks; and in pursuance to said notice, I did on the 25th day of January A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came A. J. Whitney who bid for the same the sum of \$2250⁰⁰, and said sum being over two-thirds of the appraised value thereof, and said A. J. Whitney being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$2250⁰⁰.

And said sum being more than two-thirds of the appraised value thereof, and said A. J. Whitney being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$2250⁰⁰.

J. M. Snodgrass, Sheriff.

The State of Ohio, Union County, ss:

The undersigned being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with December 25, 1895.

Sworn to and subscribed before me, this 23rd day of January 1896.
 W. O. Shearer.
 J. H. Crumell Clerk.

Printers, fees \$19⁰⁰
 The Connecticut Mutual Life Insurance Company vs
 Elnathan H. Reed et al

Sheriff's Sale.
 Order of Sale.
 Court of Common Pleas
 Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on

Notice of Publication.

6955

Saturday
 said day
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 Two with
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Business
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 Petition of The Council
 H. C. Birley. Life Insurance
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 Petition for
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Saturday January 25, 1896, at or about the hour of One O'clock P.M. on said day the following described real estate, to wit: Situated in the Township of Washington County of Union, State of Ohio, and bounded and described as follows; and known as part of Survey No. 12289; Beginning at a stake in the center of the Shutzler road and north west corner to a 25-acre tract sold by A. J. Carpenter to Mattalia C. Reed, thence with true Meridian course as follows with the center of said Shutzler road N. 8° 20' W. 59.15 poles to a stone in the center of said road; thence S. 7° 50' E. 59.15 poles to a stone the north west corner to Mattalia C. Reed; thence with her north line N. 88° 55' E. 108.48 poles to the beginning, containing 40 acres more or less.

Also the following described land situated in the same Township, County, and State, and part of Survey No. 12289, described as follows; Beginning at a stake in the center of the Shutzler road and northeast corner to a tract of 25 acres sold by A. J. Carpenter to Solomon Shutzler; thence with true meridian course as follows; with the center of said Shutzler road N. 8° 20' W. 51.85 poles to a stone northeast corner to a tract of 40 acres sold by said A. J. Carpenter to Elzathan H. Reed; thence with said Elzathan H. Reed's south line S. 88° 55' W. 108.48 poles to a stone the south west corner of said Elzathan H. Reed's land; thence S. 7° 50' E. 51.85 poles to stone northwest corner of Solomon Shutzler's land; thence with his north line N. 88° 55' E. 109 poles to the beginning containing 35 acres more or less and containing in both tracts 75 acres.

Forty acre tract appraised at \$31.00 per acre, and thirty five acre tract at \$34.00 per acre. Terms of Sale Cash.

Wm. S. Swadgrass Sheriff.
Union County, Ohio.

Answer
Ed Cross
Petition of
H. C. Birley
6955

Afterward on the 2nd day of January A. D. 1896, the following Answer and Cross-petition was filed in the Clerk's Office to wit:

The Commercial Mutual
Life Insurance Co.

Court of Common Pleas
Union County, Ohio

vs
Mattalia C. Reed
Elzathan H. Reed et al

Now comes the defendant H. C. Birley and by way of Cross-petition further says:

1. That on the 12th day of February, A. D. 1895, in an action before C. R. Hornback, one of the Justices of the Peace of the Township of Union, County of Madison, State of Ohio, wherein the plaintiff H. C. Birley, was plaintiff and E. H. Reed was defendant, judgment was duly given by said Justice in favor of the plaintiff and against the defendant the said E. H. Reed in said action, for the sum of \$49.13, and costs \$4.55.

2. On Feb. 12th, 1895, a transcript was taken by the plaintiff in the above entitled case, and duly filed in the Court of Common Pleas, of Madison County, Ohio,

3. On Dec. 12th, 1895, a foreign execution was issued by said Court to William S. Swadgrass Sheriff of Union County, Ohio.

4. On Feb. 13th, 1895, by virtue of said writ, a levy was made on the following described real estate, situate in the County of Union, the Township of Washington, State of Ohio, in Survey No. 12289, and bounded and described as follows to-wit:

Beginning at a stake in the center of the Shutzler road and North

East corner to a 35 acre tract sold by A. J. Carpenter to Nathaniel C. Reed; thence with the true meridian course as follows: with the center of said Shultz or road N. 80° 55' W. 107.88 poles to a stone: thence S. 72° 50' E. 95.15 poles to a stone. The N. W. corner to Nathaniel C. Reed; thence with his west line W. 88° 55' E. 108.48 poles to the beginning, containing 40 acres more or less.

April 10th, 1895, the said writ was returned for want of time, by the said William H. Swadgrass, Sheriff.

5. No part thereof has been paid and said judgment and levy remains in full force and wholly unsatisfied, and the defendant Elnathan H. Reed is indebted to this answering defendant therein in the sum of Fifty-Nine Dollars and Ninety-Three cents (\$59.93) with interest on said sum at the rate of eight per cent. from the 12th day of Feb. 1895.

6. Therefore the said co-defendant H. C. Birley prays that the said premises be sold and priority of liens determined, and its proceeds be applied to the payment of the amount found due this defendant, and for such other and further relief as may be proper.

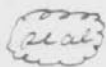
E. R. Hombach
Atty. for H. C. Birley

The State of Ohio, Madison County, ss:

H. C. Birley being sworn says that he believes the facts stated and allegations in his foregoing Answer and Cross-Petition to be true.

H. C. Birley.

Sworn to before me and subscribed in my presence this first day of January 1896.



Frank D. Postbrook
Notary Public.

Afterward on the 15th day of January A.D. 1896, the following Entry was filed in the Clerk's office to-wit:

The State of Ohio, Union County, ss:

The Connecticut Mutual Life Insurance Company.

against

Elnathan H. Reed et al.

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard by the Court upon the Answer and Cross-petition of the defendant Alonzo J. Whitney.

The said defendants Elnathan H. Reed and Nattalia C. Reed, having entered their appearance to said cross-petition and also being in default for Answer or demurrer thereto, and the Court having heard the proofs and evidence and being fully advised in the premises, doth find.

1. All and singular the statements contained in said Cross-petition to be true.
2. That there is now due to the said Cross-petitioner said Alonzo J. Whitney from the said defendants Elnathan H. Reed and Nattalia C. Reed upon said promissory notes in the said Cross-petition set forth, the sum of \$588¹⁵/₁₀₀, which is entitled to draw interest at the rate of 8 per cent per annum payable annually from the first day of the present term of this Court, to-wit, from the 13th day of January A.D. 1896.

Wherefore it is adjudged by the Court that the said Cross-petitioner

Entry
6955

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said Alonzo J. Whitney recover against the said Elnathan H. Reed and
Kattalia C. Reed the said sum of \$5834, together with his costs in this behalf
expended taxed at \$ for which execution is awarded.

And it is further ordered by the Court that unless the said defendants
Elnathan H. Reed and Kattalia C. Reed pay or cause to be paid said above ad-
judged sum of money to the said Cross-petitioner said Alonzo J. Whitney
within 10 days from the date of the Entry hereof, an order of sale issue to the
Sheriff, for the time being of said County Commanding him as such said
Sheriff to cause said premises to be appraised advertised and sold as upon
execution, and that he bring the proceeds of such sale into Court to be distrib-
uted according to the further order.

J. H. Kinkadee My
Bro-drick for Reeds.

Afterward on the 27th day of January A. D. 1896. The following Entry
was filed in the Clerk's office to-wit:

Entry
6955
The Commercial-Mutual
Life Insurance Company.
vs
Elnathan H. Reed,
Kattalia C. Reed et al

Court of Common Pleas
Seneca County, Ohio.

This day this cause came on to be heard upon the
motion of the defendants Elnathan H. Reed and Kattalia C. Reed for an allow-
ance in lieu of a homestead, after judgment of taxes, costs, and the mortgage
liens, and also on the motion to confirm the sale made by the Sheriff on the
25th day of January A. D. 1896, and upon producing the proceedings of
the Sheriff and the sale of the premises by him made in pursuance
of a former order of this Court, and the same being examined and found
by the Court in all respects in due form of law, it is ordered by the Court
that said proceedings and sale be, and the same are hereby approved and
confirmed, and the said Sheriff as Sheriff of said County for the time
being execute and deliver to the said purchaser Alonzo J. Whitney, a deed
in fee simple for said lands and tenements, by said Sheriff sold as afore-
said.

And the Court considering the matter of the priority of the liens and
said motion for an allowance in lieu of a homestead, do find said priority
of liens as follows:

- First: The taxes due upon said premises \$
- Second: The costs of this case \$
- Third: The mortgage claim of the plaintiff \$14832 with 8 per cent interest there-
on from September 9th 1895 making \$16282.
- Fourth: The mortgage claim of Cross-petitioner Alonzo J. Whitney \$5834, with 8 per
cent interest thereon from January 13, 1896, making \$5842.
- Fifth: The balance if any to said defendants Elnathan H. Reed and Kattalia
C. Reed for an allowance in lieu of a homestead \$
- Sixth: If any further balance to the Seneca Carriage Co. upon their judgment: \$
- Seventh: If any further balance to H. C. Ryerly on his judgment \$

And the Court do hereby order that the proceeds of said sale be
brought into Court and distributed to the parties entitled thereto in ac-
cordance with the above finding as to priority and amounts due as
above stated.
Attest J. N. Gosnell Clerk.

Please continued and held at the Court House in
Marysville, within and for the County of Union, in the South Judicial District
of the Court of Common Pleas, of the State of Ohio, before the Honorable John A.
Pierce, Judge of said Court of the Term of January to wit: On the 13th day of
January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that on the 23rd day of January A. D. 1895, George
Schlegel Esq. filed in the Clerks office of the said Court of Common Pleas the
following Petition against William Weber, to wit:

Petition
7048

The State of Ohio, Union County, ss:
George Schlegel, Esq. Court of Common Pleas,
vs Union County, Ohio.
William Weber.

The defendant on the 9th day of May A. D. 1894, executed
and delivered to George Schlegel Esq. his promissory note of that date, with
the warrant of attorney annexed, true copies of which warrant and note, with
all the indorsements thereon, are hereto attached, marked "Exhibit A," and made
part of this petition.

"Exhibit A."

\$1000

Marysville, Ohio, May 9, 1894.

Six months after date, as principal debtors, we jointly and severally
promise to pay to the order of George Schlegel Esq. One Thousand Dollars, for
value received.

And we hereby dispense with demand of payment of this note, and all-
things any Attorney at-law to appear for us at any time after the same shall
become due, in any Court of record in the State of Ohio, or elsewhere, and
waive the issuing and service of process and confess judgment against us
or either of us in favor of the holder or holders of this note for the amount of said
note, with 8 per cent interest payable annually after the same shall become due, to-
gether with costs of suits, and release all errors and waive all rights of appeal in
this behalf.

Witness our hands and seals, this 9th day of May 1894

William Weber *(Seal)*

Said note is unpaid, except as shown by said indorsements, and
there is now due the plaintiff on said note the sum of One Thousand
Dollars, with interest at the rate of eight per cent per annum payable
annually from the 9th day of November A. D. 1894.

Therefore plaintiff prays judgment against said defendants for
the sum of One Thousand dollars and with interest thereon from the 9th
day of November A. D. 1894, at the rate of eight per cent. per annum
payable annually till paid, and for costs of suit.

John M. Bowditch
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

John M. Bowditch being sworn, says that he is the Attorney of said
plaintiff, that this action is brought upon an instrument in writing for
the unconditional payment of money only, that said instrument in writing
is in his possession, and that he verily believes the statements contained in
the foregoing petition are true, in substance and in fact.

John M. Bowditch

Answer.
7048

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Sworn to by said John W. Bowditch before me, and by him signed in my presence, this 23rd day of January A. D. 1896.



J. N. Gosnell
Clerk of Court:

Answer. 7048
The State of Ohio, Union County, ss:
George Schlegel, Sgl. vs
William Weber. Court of Common Pleas
Union County, Ohio.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several Courts of record of this state, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendant on said note, for the sum of One Thousand and Ninety seven dollars and seventy six cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

W. T. Hoopes
Attorney for Defendant.

Entry 7048
George Schlegel, Sgl. vs
William Weber. Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff, by his attorney; also appeared in open Court, for and on behalf of said defendant, W. T. Hoopes an Attorney at Law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant; entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant; and in favor of said plaintiff, for One Thousand and Ninety Seven dollars and seventy six cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and release and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of One Thousand and Ninety Seven dollars and seventy six cents, being the amount of said note with interest computed at eight per cent. per annum from the 23rd day of January A. D. 1896; and also his costs herein expended, taxed at - \$

Attest
J. N. Gosnell
Clerk.

Please continued and held at the Court House in Kearyville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to wit: On the 13th day of January in the year of Our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 20th day of January A.D. 1896, John W. Williams filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Neil W. Lean to-wit:

Petition. 7042

John W. Williams vs Neil W. Lean. Court of Common Pleas, Union County, Ohio.

The plaintiff says this his action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

\$157.⁰⁰ Six months after date for value received, we jointly and severally promise to pay John W. Williams or order, One Hundred and Fifty seven ⁰⁰/₁₀₀ Dollars, with interest at 8 per cent. per annum, after maturity, until paid, interest paid annually.

And we hereby authorize and empower any Attorney at Law, of any Court of Record, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confer a judgment for the said amount, interest and costs, in favor of the payee, legal holder, indorsee or assignee hereof, and release all errors which may accrue in the rendition of such judgment.

And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution, any personal or real property belonging to us or either of us, at and after the date of such judgment: and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seal, this 13th day of Sept. 1879. Due March 13, 1880.

Neil W. Lean

Credits indorsed as follows:

"February 10th 1880 received on the within note \$ 75.⁰⁰"

"August 25th 1880 paid \$ 75.⁰⁰"

"March 3rd 1881 paid \$ 7.⁰⁰"

There are no other credits nor indorsements, said note is hereto attached and made a part hereof.

There is due to plaintiff from the defendant on said note the sum of Four Hundred and One and ⁴⁰/₁₀₀ Dollars which he claims with interest from the 13th day of January A.D. 1896, at 8 per cent. per annum, and for which, with costs of suit, he asks judgment against the defendant.

J. H. Kinkade Attorney for Plaintiff.

The State of Ohio, Union County, ss:

John W. Williams being sworn, says that he is the legal owner and holder of the above described note, and is the plaintiff herein and that the facts stated and allegations in said petition are, as affiant believes, true.

Sworn to before me, and signed in my presence, this 17th day of January A.D. 1896. Thomas Mulcahy, Notary Public.

Answer 7042

John D. Neil

and a the War said note the Court process defendad says the the pete confess the said forth, an of Four and the per ann plaintiff Judgm

Entry 7042

John D. Neil

Filed to my at- execution Court, a defendan said def indebted Warant iff, on a interest of said To plaintiff, dred Oct 13th 1896, taxed 2 action, error the

Sumner
7042

John W. Williams
vs
Neil W. Lean

Court of Common Pleas
Linn County, Ohio.

The defendant Neil W. Lean by R. L. Woodburn his Attorney, and an Attorney at-law of record in this Court; duly authorized therefor by the Warrant of Attorney embraced in the note sent on in this suit, and which said note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein; and said defendant by R. L. Woodburn his said Attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the plaintiff on the said note in manner and form as the plaintiff has in his petition set forth, and that the amount due upon said indebtedness at this day is the sum of Four Hundred One & 45/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from January 13th 1896, at 8 per cent. per annum and accruing costs he confesses judgment in favor of the plaintiff, and waives and releases all errors in this proceedings and said judgment, and all proceedings, petitions, and writs of error therein.

R. L. Woodburn
Attorney for Defendant.

Entry
7042

John W. Williams
vs
Neil W. Lean

Court of Common Pleas
County of Linn

This day came the plaintiff by J. H. Hinkhale his Attorney and filed his petition against said defendant, and thereupon R. L. Woodburn an Attorney at-law of this Court by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant, now produced in open Court, from shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant; waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff, as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of Four Hundred One & 45/100 Dollars, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum.

It is therefore considered by the Court here that the said John W. Williams plaintiff do recover of the said Neil W. Lean defendant the sum of Four Hundred One & 45/100 Dollars, so confessed, as aforesaid, with interest from January 13th 1896, at 8 per cent. per annum, and also costs in his behalf expended taxed to \$4²⁵ and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendant waived and released.

Attest
J. M. Haswell
Clerk.

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Please continued and held at the Court-House in Marysville within and for the County of Warren in the Sixth Judicial District of the State of Ohio, before the Honorable John S. Rice Judge of said Court of the Term of January to wit: on the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to wit, on the 19th day of December A.D. 1895, Henry Harrington filed in the Clerk's office of the said Court of Common Pleas the following Petition against Sophia Harrington to-wit:

Petition
7019

Henry Harrington }
vs }
Sophia Harrington }
Court of Common Pleas,
Union County, Ohio.

First: The plaintiff alleges that on November 28th 1854, at or near Jerome Ohio, he was married to the defendant, and has for over Thirty years last past resided in Union County, Ohio, and has ever since said marriage conducted himself toward the defendant as a faithful, chaste, dutiful, and obedient husband.

Second: The plaintiff further represents that said defendant, regardless of her marital duties and obligations, and wholly without cause, would leave her home and remain away for three and four weeks at a time, and that said defendant has for four or five years last past and for a great many times each year left her home, without any cause whatever and grossly neglected her duties toward the plaintiff herein, and to her home, and remained away from her home for several weeks, and the plaintiff was compelled to look after all duties of the household, and of every other duty that belonged to said defendant; the plaintiff at such times was frequently unable to take charge of affairs at the home, and for that reason and the reason that said defendant was away from her home without cause as aforesaid, was grossly neglected, and the plaintiff a great many times during the absence of the defendant, was unable through illness to care for himself and was compelled to go neglected.

The plaintiff and defendant has lived separat and apart from each other two years last past.

The plaintiff therefore prays that he may be divorced from the defendant, and for such other relief as in justice and equity he is entitled to.

H. Harrington
F.A. Thompson Attorney
for Plaintiff

Receipt. To Clerk.

Issue Summons in the above case, returnable according to law, to Sheriff of Union County, Ohio,

F.A. Thompson Atty for Plf.

Summons.

Afterward on the 19th day of December A.D. 1895, the following Summons was issued by the Clerk of said Court to-wit:

The State of Ohio }
Union County, ss: } To the Sheriff of Union County, Ohio.

You are commanded to notify Sophia Harrington that Henry Harrington has filed in the office of the Clerk of the Court of Common Pleas, of Union County, and State of Ohio, a Petition (a true copy of which is herewith delivered to you to be served on her), charging her with gross neglect of duty, and asking that he be divorced from her, and that

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A.D. 189

Sheriff
Return.

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Entry
7019

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Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 30th day of December A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 19th day of December A.D. 1896.

Seal

J. N. Gosnell Clerk.

Sherriff's Return.

Sherriff's Fees.	
Service	50
Copy	15
Mileage	32
Return	25
Total	122

Received 4 O'clock P.M. on the 19th day of December A.D. 1896; and on the 21st day of December A.D. 1896; I served the same by handing a true copy thereof of this writ with the endorsements thereon together with a copy of the petition to Sophie Harrington personally.

Wm. J. Snodgrass, Sherriff

Afterward on the 9th day of March A.D. 1896, the following Entry was filed in the Clerk's office to wit:

Entry 7019

Henry Harrington vs Sophie Harrington
 Court of Common Pleas,
 Union County, Ohio.

This cause came on to be heard upon the petition and the evidence, and was submitted to the Court, on consideration whereof the Court find that personal service was obtained, notifying the defendant of the filing and the pendency of this petition, and that said parties were married as set forth in the petition; that the plaintiff has been a bona fide resident of Union County, in this State for more than one year before the filing of the petition herein, and that the defendant was guilty of gross neglect of duty to plaintiff without cause for three or four years prior to filing the petition.

It is therefore considered by the Court that the marriage relations heretofore existing between said parties be, and the same hereby is, set aside and wholly annulled, and the parties released from the obligations of the same, and that the plaintiff pay the costs of this action.

It is therefore considered that the plaintiff pay the costs herein taxed at \$7.15.

Porter & Porter

For defendant.

F. A. Thompson Atty.

For Plaintiff.

Attest

J. N. Gosnell
 Clerk

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Pleas continued and held at the Court House in Mansfield within and for the County of Union, in the Tenth Judicial District of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to wit: On the 18th day of January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to wit, on the 14th day of October A.D. 1895, ~~Wm. G. Snodgrass~~ filed in the Clerk's office of the said Court of Common Pleas the following Petition against Dolph H. Moore et al to wit:

The State of Ohio, Union County, ss:

Petition
6976

William G. Snodgrass

vs

Dolph H. Moore, and
The Union Banking Company.

Court of Common Pleas,
Union County, Ohio.

The plaintiff says: That prior to the 20th day of September, 1892, the said defendant Dolph H. Moore was the owner of a certain promissory note made by D. J. Grindle and Wm Graves both of whom are insolvent: The said Moore sold said note to the defendant The Union Banking Company, which is a corporation duly incorporated under the laws of Ohio.

At the time of selling said note, the said Moore indorsed the same and guaranteed the payment thereof to said Banking Company.

On the 20th day of September, 1892, the said Banking Company procured a judgment on said note against the makers thereof in the sum of \$ 366.30, which judgment was rendered by this Court and is recorded on Ex. Doc. H. page 6837.

Afterwards to wit, on the 5th day of June 1893, in a separate suit the said Banking Company procured a judgment against the said Dolph H. Moore on his guaranty of said note, in the sum of \$ 398.63 the same is entered on Ex. Doc. H. on page 6932.

The plaintiff is the Sheriff of said Union County, and on the 21st day of July, 1893 an execution was sued out on said judgment in favor of said Banking Company and against said Graves and Grindle.

The defendant Dolph H. Moore and his Attorney came to the plaintiff with the said execution and represented to the plaintiff that there was certain personal property on a farm in the name of Lida Graves (who is the wife of said William Graves) and said Moore and his Attorney, went in person with the plaintiff to the said farm, and there and there pointed out to the plaintiff certain property as the property of said William Graves, but the same was claimed by the said Lida Graves, and the plaintiff refused to levy on the same, but the said Dolph H. Moore then and there agreed with the plaintiff that if he would seize and sell said property as the property of said William Graves, he the said Moore would indemnify the plaintiff and save him from any costs or damage on the account of the claim of the said Lida Graves.

Whereupon, trusting and relying upon the promise of the said Moore to save him harmless, the plaintiff seized the said property among which was certain corn, hay, wheat and clover seed, the clover seed was not then thrashed.

Before the time for selling the said property, the said Lida Graves in writing demanded the release of the same, which demand was then made known to the said Dolph H. Moore and his attorney, and again the said Moore renewed his promise, that if the plaintiff would disregard the demand of the said Lida Graves, and sell said property, and apply the proceeds on the

Summons.

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said execution, he the said Court would protect the plaintiff and save him harmless from costs, expense or damage for so doing.

Thereupon the plaintiff did sell the property and apply the proceeds on the said execution.

The plaintiff says that the said Banking Company and said Court were acting together in trying to collect said money from the makers of said note, and if was or collected then it was arranged between the said Court and the Banking Company that the judgment against said Court would be cancelled, and whatever amount was realized on the said execution was to be credited on both judgments.

On the 14th day of March, 1894, the proceeds of the said sale after paying costs was applied on the said judgment first rendered on said note, the same being receipted for on the execution docket as follows:

"March 14th, 1894, Received of R. W. Court, \$76, being the amount in his hands after the payment of the costs. E. S. David, Cashier Union Banking, Co."

On the 23rd day of Sept; 1893, the said Lida Grams filed in this Court her petition against the plaintiff to recover damages for the wrongful conversion of her said property, it being the same property as was taken under the said execution, and afterwards at the April Term, of this Court, 1895; the said Lida Grams recovered a judgment against the plaintiff in the said action in the sum of \$100, and costs of suit amounting to \$42.31, making a total judgment against the plaintiff of \$142.31, which judgment against the plaintiff the plaintiff has fully paid.

The said Union Banking Company received the said money made by said execution with full knowledge of the claim of said Lida Grams, and with knowledge of his suit against the plaintiff, and with full knowledge of the arrangement by said Attorney and said Court to indemnify the plaintiff and save him harmless in making said levy.

Wherefore the plaintiff prays judgment against the defendants in the said sum of One Hundred and Forty Two dollars and thirty-one cents with the interest on the same from the 19th day of April 1896.

Samuel & Samuel
Attorneys for Plaintiff.

The State of Ohio, Union County, ss:

William G. Snowgrass being first duly sworn says, the facts stated in his foregoing petition are true as he believes.
Wm. G. Snowgrass.

Sworn to before me, and signed in my presence this 11th day of October, 1896;

Seal

J. H. Gasnell Clerk

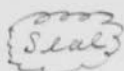
Summons. Afterward on the 14th day of October the following summons was issued by the Clerk of said Court-wit:

The State of Ohio To the Coroner of Union County:
Union County

You are hereby commanded to notify Dolph A. Moore and the Union Banking Company that they have been sued by William G. Snowgrass in the Court of Common Pleas of Union County, and must answer by the 16th day of November A.D. 1896; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 28th day of October A.D. 1895.

Witness my hand and the seal of said Court, this 14th day of October A.D. 1895.



J. H. Russell, Clerk.

Sheriff's Return
By
Coroner.

Sheriff's Fee.	\$	25
Service & Return		50
Mileage		40
Copies		50
Total		1 40

The State of Ohio, Union County:

Received this writ Oct. 15th 1895;
at 9 O'clock A. M. and served same by Coffey on Dolph H. Moore
and the Union Banking Company, Oct. 19th 1895

George Miller, Coroner Union Co. O.

Answer

Afterward on the 15th day of November A.D. 1895, the following Answer was filed by the Clerk of this Court writ:

The State of Ohio, Union County, ss:

William Snodgrass

6976

Dolph H. Moore
The Union Banking Co.

Court of Common Pleas
Union County, Ohio.

And now comes the defendant, The Union Banking Company and for answer to the petition of the plaintiff, says: That it admits that it is a corporation duly incorporated under the laws of Ohio.

That it admits that defendant Dolph H. Moore indorsed a certain note signed by D. J. Grindle and W. E. Grams and guaranteed the payment thereof to this defendant - the Union Banking Company.

That it admits that this defendant procured a judgment on said note against the makers thereof in the sum of \$366.30 rendered by this Court and recorded on Ex. Doe. V. on page 6837.

That it admits that afterwards to wit on June 5th 1893, in a separate suit this defendant procured a judgment against the said Dolph H. Moore on his guaranty of said note, in the sum of \$398.63, the same is entered on Ex. Doe. W. page 6932.

That it admits that the plaintiff is the Sheriff of Union County, Ohio.

That it admits receiving of R. W. Corry \$76 upon said judgment.

But this answering defendant denies that it, The Union Banking Company and said Moore were acting together in trying to collect said money from the makers of said note.

That it denies that if it was so collected there was any arrangement between said Moore and this defendant.

That the judgment against said Moore would be cancelled and whatever amount was realized on said execution was to be credited on said judgment or any other arrangements whatever.

That this defendant denies the existence of said arrangement or of any arrangement with said Moore or any one else and on the contrary this answering defendant says that the first notice it had of any money being received upon said judgment was when this defendant was informed by the Clerk of this Court, that there was money in his hands for this defendant - that this defendant then drew said money from the Clerk and receipted for the same without any knowledge how the same was obtained or by whom.

That this defendant denies that it received said money with the full

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knowledge of the claim of Lida Graves and with knowledge of his suit against the plaintiff and with full knowledge of the arrangement by said Attorney and said Moore to indemnify the plaintiff and save him harmless -

That this defendant denies any knowledge whatever of any claim of Lida Graves.

That this defendant denies any knowledge of any arrangement of any party with the plaintiff herein.

But on the contrary this defendant says that neither said Moore nor his Attorney was authorized to take any steps whatever in the matter for this defendant.

That no one authorized by this defendant to OK any action whatever in the matter and further that this defendant had no knowledge of any person or persons acting in the matter or ordering any execution or acting with the Sheriff or any one else.

That this defendant denies each and every allegation set forth in said plaintiffs petition not herein specifically admitted.

Whereupon this answering defendant asks for judgment that it may go hence without day and recover its costs herein, and such other and further relief as may be proper.

J. H. Kinrade, Attorney for The Union Banking Company.

The State of Ohio, Union County ss:

Charles S. David being duly sworn says that he is the Cashier of The Union Banking Company, the defendant answering in the foregoing pleading and that the facts stated and allegations and demands in the foregoing pleadings set forth are true as he verily believes.

C. S. David Cashier.

Sworn to before me and subscribed in my presence this 16th day of November 1895:

Seal

Thomas Mulcahy Notary Public.

Afterwards on the 2nd day of December A.D. 1895, the following Entry was filed by the Clerk of this Court to-wit:

Entry- 6976

William D. Snodgrass,

Court of Common Pleas,

Union County, Ohio.

Dolph H. Moore et al

This day came the plaintiff by his Attorney and it appearing to the Court that the defendant Dolph H. Moore is in default for demurrer or answer to the petition and that this is a case in which a separate judgment may be rendered the plaintiff waived a jury and submitted this cause to the Court upon the petition and evidence.

On consideration whereof the Court being fully advised in the premises finds in favor of the plaintiff and against the said Dolph H. Moore, and that the said Dolph H. Moore is indebted to the plaintiff by reason of the facts stated in the petition, in the sum of One hundred and forty two and 3/100 Dollars, with interest thereon from the 19th day of April 1895.

It is therefore considered and adjudged by the Court that the plaintiff

recover from the defendant Dolph. H. Moore the said sum of One hundred and fifty five and 8/100 Dollars being the sum found due with interest to the first day of this term of Court and that the plaintiff recover from said Dolph. H. Moore his costs in this case expended, taxed to \$10.00.

And it appearing that the defendant The Union Banking Company has filed answer herein it is ordered that as to all matters in issue between the plaintiff and said Union Banking Company this cause stands continued.

Afterward on the 4th day of February A.D. 1896, the following entry was filed in the Clerk's office to-wit:

Entry-
6976

William K. Smidgrass vs Dolph H. Moore et al
Court of Common Pleas
Union County, Ohio.

This day came this cause on to be heard upon the issues joined between the plaintiff and The Union Banking Company defendant and neither party desiring a jury the same was waived by the said parties and by agreement this cause was submitted to the Court upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises finds in favor of the plaintiff and assesses the amount which the plaintiff should recover of the said The Union Banking Company, at Seventy Eight and 64/100 dollars being the amount of money secured by the said The Union Banking Company from the proceeds of the execution named in the petition.

It is therefore considered and adjudged by the Court that the plaintiff recover from the said The Union Banking Company the said sum of Seventy Eight and 64/100 dollars being the amount so as aforesaid assessed and found to be due, to which finding and judgment of the Court the said The Union Banking Company excepted, and having made his motion for a new trial the same is overruled by the Court to which the defendant The Union Banking Company excepted.

J. H. Linkade for Bank.

Attest
J. M. Gosnell
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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Peck Judge of said Court, of the Term of January to-wit; On the 14th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Five.

Be it remembered that heretofore to-wit on the 1st day of December A.D. 1894, Louie Kater filed in the Clerk's office of the said Court of Common Pleas the following Petition against John B. Stokes to-wit:

Petition
6833

Louie Kater
vs
John B. Stokes
Court of Common Pleas,
Union County, Ohio.

Defendant is the father, and plaintiff is the mother of Walter Stokes, who is now seventeen years old, and of Howard Stokes, who is now fifteen years old.

On or about the 1st day of Feb. 1880, defendant left the said Walter Stokes and Howard Stokes, in the care of plaintiff, and plaintiff has ever since said date boarded, schooled, clothed and supported said Walter Stokes and Howard Stokes, and said board, clothing, schooling and support, for said time is reasonably worth \$2000.00.

Said defendant has been absent from the State of Ohio and beyond the process of the Courts of this State for eight years last past:

Wherefore plaintiff asks judgment against defendant for \$2000.00.

Donnell & Marriatt
Attorneys for Plaintiff.

The State of Ohio, Richland County, ss:

Louie Kater, being duly sworn, says the allegations in her foregoing petition are true, as she believes.

Louie Kater.

Subscribed in my presence and sworn to before me this 31st day of October, 1894.

John C. Linnus
Clerk of Court.

Summons. Afterwards on the 1st day of December A.D. 1894, the following Summons was issued by the Clerk of this Court to-wit:

The State of Ohio, }
Union County, ss }
To the Sheriff of said County:

You are hereby commanded to notify John B. Stokes that he has been sued by Louie Kater in the Court of Common Pleas of Union County, and must answer by the 29th day of December A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 10th day of December A.D. 1894.

Witness my hand and the seal of said Court, this 1st day of December A.D. 1894.

Seal

J. V. Gosnell, Clerk
By Jas. A. Gosnell Deputy

Sheriff's Return.	Sheriff's Fee.	
	Service Return.	25
	Mileage	96
	Copies	15
	Total \$	36

The State of Ohio, Union County, ss:
 Received this writ
 December 1st 1894, at 2 O'clock P.M. and served same by
 The writt'n named John C. Stokes not found in my County.
 Wm. S. Smolyvas, Sheriff.

Affidavit
 for
 Publication.
 6833

On the 1st day of December A.D. 1894, the following Affidavit
 for publication was filed by the Clerk of this Court, to-wit:
 Louis Klaten
 vs
 John C. Stokes
 Court of Common Pleas,
 Union County, Ohio.

Samuel Marriatt, being duly sworn, says: he is one of
 the Attorneys for plaintiff duly authorized herein.
 That is an action in attachment for the purpose of reaching
 real and personal property.
 That John C. Stokes is a non-resident of, and absent from
 the State of Ohio, and summons cannot be served on him within this state.
 Plaintiff does not know and with due diligence is not
 able to ascertain the Residence or Postoffice of said defendant.
 This Affidavit is made for the purpose of procuring service
 by publication.

Samuel Marriatt

Subscribed in my presence, and sworn to before me, this
 30th day of November 1894.

[Seal]

Wm. H. Keam

Deputy Clerk.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that
 a copy of the Annexed Notice was published for 6 consecutive weeks in
 "The Mansfield Tribune," a newspaper of general circulation in the County
 of Union, the first publication beginning with December 4th 1894.

W. O. Shearer.

Sworn to and subscribed before me, this 8 day of January 1895.

J. H. Roswell

Clerk of Court.

Printers Fee. \$9.62

[Seal]

Donnell & Marriatt, Mansfield O. Attys.

Legal Notice.

Louis Klaten

vs

John C. Stokes

In the Court of Common Pleas,
 Union County, Ohio.

The defendant John C. Stokes is notified that on the 30th day
 of November, 1894, I filed my petition in the above entitled action, asking
 \$2,000.00 for the purpose or support of Walter Stokes and Howard Stokes, and
 that on said day an attachment issued to the Sheriff of said County.

Said John C. Stokes is required to answer or or before the 26th day of
 January 1895, or judgment will be taken against him.

On the 10th day of January 1895, at the law office of Donnell & Marriatt,
 Mansfield, Ohio, at 9 O'clock A.M. I will take the deposition of plaintiff et al to be
 used as evidence in the above action.

December 4th 1894.

Louis Klaten

By Donnell & Marriatt

Attachment
 6833

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 The State
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Louis Klaten
 vs
 John C. Stokes

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On the 1st day of December A.D. 1894, the following Attachment was issued by the Clerk of said Court to-wit:

The State of Ohio,
 Union County, ss: } Court of Common Pleas.

Attachment Louie Walter
 6837 vs

John C. Stokes

To the Sheriff of Union County:

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money or effects of the defendant John C. Stokes in your County not exempt by law from being applied to the payment of the claims of the plaintiff Louie Walter or so much thereof as will satisfy her claim for \$2000.00 and also for \$25.00 the probable cost of this action.

You will make due return of this order on the 10th day of December A.D. 1894.

Witness my hand and the seal of said Court, this 1st day of December A.D. 1894.

Seal

J. N. Gosnell Clerk
 Geo. A. Gosnell Deputy.

Sheriff's Return.

Sheriff's Fees.	\$	¢
Service		25
Copies		25
Whitewash		96
Sum. Appro.	1	20
Swear ..		25
Inventory and App.		50
Return		25
Total	3	66
Appraisals Fees	3	00

Office Sheriff Union County, Ohio.

December 1st A.D. 1894

Received this order on the 1st day of December, 1894, and in obedience to the command thereof, I did on the 3rd day of December A.D. 1894, in the presence of W. Hopkins and Ira S. Smith two freeholders of said County, attach the property described in the schedule marked "A" hereto attached and made part of this return; and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to said Schedule "A."

Schedule "A."

We, J. N. Gosnell Sheriff of Union County and W. Hopkins and Ira S. Smith two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of John C. Stokes and herein described as follows viz:

Situated in the County of Union, Village of Milford Center, and State of Ohio, and bounded and described as follows: Being the one undivided one half interest of a part of out lot No 12. Beginning at the south west intersection of Center and Mill streets, thence south parallel with center of Mill street to corner of Sarah Davis lot; thence westerly parallel with line of Sarah J. Davis south line to the west line of said out lot No 12; thence westerly with the line of said out lot No 12 to Center Street, thence easterly with Center Street to the place of beginning.

Also the following described real estate situate in the State of Ohio, County of Union and Village of Milford Center. Bounded and described as follows:

Being all of in lot No 70 in said Village of Milford Center, Except that portion of said lot as conveyed by deed to A. J. Riedon to French Harwood and S. H. Harwood, and a part of in lot No 71, off of the North side being eighty feet front on Mill Street.

First Lot - appraised at - \$ 2200.00.
 Second Lot - appraised at - \$ 400.00.
 Given under our hands this 3rd day of December A. D. 1894.
 Wm. S. Woodgrass Sheriff.
 W. Hopkins
 J. S. Smith.

Sheriff's Return. Sheriff's Services
 Mileage
 Copy
 Return
 Total

Notice to Garnisher.

On the 1st day of December A. D. 1894, the following Notice to Garnisher was issued by the Clerk of this Court - to wit:

Louis Kater
 vs
 John C. Stokes

The State of Ohio, Union County, ss:
 To the Sheriff of said County, Greeting:

We command you to notify Frank G. Reynolds to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on the 14th day of January A. D. 1895, and answer, under oath, all questions put to him touching the property of every description, and credits of the defendant John C. Stokes, in his possession or under his control, and he shall disclose truly the amount owing by him to said defendant, whether due or not.

You will make due return of this writ on the 10th day of December A. D. 1894.
 Witness my hand and the seal of said Court, this 1st day of December A. D. 1894.

J. N. Gosnell, Clerk of the Court of Common Pleas of Union County, Ohio.
 By J. W. A. Gosnell Deputy.

Attachment. Attachment
 Louis Kater
 vs
 John C. Stokes

You are
 Chattels, etc.
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Sheriff's Return.

Sheriff's Fees.	
Service	25
Mileage	96
Copy	15
Return	25
Total	\$ 161

The State of Ohio, Union County, ss:

Received this writ - December 1st 1894 and served the same on the 3rd day of December 1894 by delivering a true copy of this writ with the endorsements thereon to the within named F. G. Reynolds personally.

Wm. S. Woodgrass, Sheriff.

Sheriff's Return. Sheriff's Fees
 Services
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 Swr. and Appr
 Return
 Total

Notice to Garnisher.

December 1st 1894, the following Notice to Garnisher was filed by the Clerk of this Court - to wit:

Louis Kater
 vs
 John C. Stokes

The State of Ohio, Union County, ss:
 To The Sheriff of said County, Greeting:

We command you to notify The New York Life Insurance Company to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on the 14th day of January A. D. 1895; and answer under oath, all questions put to him touching the property of every description, and credits, of the defendant in their possession or under their control, and they shall disclose truly the amount owing by them to said defendant, whether due or not.

You will make due return of this writ on the 10th day of December A. D. 1894.
 Witness my hand and the seal of said Court, this 1st day of December A. D. 1894.

J. N. Gosnell, Clerk of the Court of Common Pleas, of Union County, Ohio.
 By J. W. A. Gosnell Deputy.

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Sheriff's Return.		Sheriff's Fees	
	Service	25	
	Milage	96	
	Copy	15	
	Return	25	
	Total	161	

Received this writ December 1st, and pursuant to its command on the 3rd day of December 1894, served the same by delivering a true copy of this writ with the endorsements thereon to Pearl Harvard who is agent for the New York Life Insurance Company, the President having no office in the County or place of residence in the County.
Wm. S. Smodyross Sheriff.

Attachment.

Afterward on the 27th day of February A.D. 1895, the following Attachment was issued by the Clerk of this Court, to-wit:

6833

Louie Kester vs John C. Stokes

Court of Common Pleas,
Union County, Ohio.
Court of Common Pleas.

To the Sheriff of Union County, Ohio.

You are commanded to attach and safely keep the lands, tenements, goods, Chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant John C. Stokes in your County, not exempt by law from being applied to the payment of the claims of the plaintiff Louie Kester as so much thereof as will satisfy her claim for \$2000.00, and also \$25.00, the probable cost of this action.

You will make due return of this order on the 19th day of March A.D. 1895.

Witness my hand and the seal of said Court, this 27th day of February A.D. 1895.

Seal

J. N. Gamel Clerk.
By J. A. Gosnell Deputy.

Sheriff's Return.

Sheriff's Fees	\$	cts.
Services		30
Copies		30
Milage	1	00
Sum. Apprs.	1	20
Swear. "		25
Em. and Appr		50
Return		25
Total	3	80
Appraisals Fees	3	00

Sheriff's Office, Union County, Ohio.

February 27th A.D. 1895.

Received this order on the 27th day of February A.D. 1895, and in obedience to the command thereof, I did on the 28th day of February A.D. 1895, in the presence of George Lyons, and Wm. D. Thompson, two freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said schedule "A."

William S. Smodyross Sheriff.

Schedule "A."

Wm. S. Smodyross Sheriff of Union County, and George Lyons and Wm. D. Thompson two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of John C. Stokes and hereinafter described as follows, viz:

Beginning at a stake S. 20° W. 6 1/2 poles from the S. E. corner of lot No one (1) and at the S. W. corner of Sarah Reynolds lot thence parallel with and on margin of the road S. 20° W. 14 poles and 5 1/2 links to a stake, thence S. 70° W. 4 poles and 7 links to a stake, thence N. 20° E. 14 poles and 3 1/2 links to the S. W. corner of said Reynolds lot, thence N. 70° E. 4 poles and 7 links to the beginning containing 9/8 of an acre.

This levy is made on the 1/8th interest of the above described premises. Appraised with buildings \$4000.00, without buildings \$1400.00.

Given under our hands this 28th day of February A.D. 1895.
Cmly Snodgrass Sheriff
Geo Lyons
Wm D. Thompson

Statement
of Mrs. Stoddard,
Wm. Stoddard,
of N.Y. & S.D. Co.

On the 20th day of February A.D. 1895, the following statement was filed in the Clerks Office to wit:

Personally appeared before me this 19th day of February A.D. 1895, Wm. Stoddard, Manager of the New York Life Insurance Company, by me known to be said person, and made oath to the following statement:

Hiram Stokes was insured in this Company under Policy No 29141. The death of his wife occurred previous to his, and he left four children. Mary S. Reynolds, one of his children was assignee of the interest in this policy of her sister, therefore her share amounted to three fourths of the proceeds of the policy, which left one fourth interest for John C. Stokes.

The face amount of the policy was \$1200
Reversionary Additions 380 93
Total \$1580 93

Amount paid to M. S. Reynolds for herself & assignee her sister \$1185 70
Leaving for John C. Stokes \$395 23

The claim of M. S. Reynolds was paid in the summer of 1888, but the amount due to John C. Stokes was not paid owing to the fact that he was missing.

The amount of \$395.23 is still held by this Company to the order of John C. Stokes.

Sworn to and subscribed in my presence this 19th day of February, 1895.
Wm. Stoddard
Notary Public

En and for Franklin County, Ohio.

Entry
6833

On the 11th day of March A.D. 1895, the following Entry was filed in the Clerks Office to wit:

The State of Ohio, Union County, ss:
Louie Walter } Court of Common Pleas.
vs }
John C. Stokes } Union County, Ohio.

This day came this cause on to be heard and the defendant being in default for demurrer or answer to the petition and not appearing, the plaintiff waived a jury and submitted the cause to the Court upon the petition and the evidence.

On consideration whereof the Court finds that due and legal notice has been given to the defendant by publication as required by law.

The Court further finds from the evidence that the allegations of the plaintiffs petition are true, and that she has kept, clothed, schooled, boarded and maintained the children of the defendant for the time and in the manner set forth in the petition, and that for the period of six years next before the filing of said petition the plaintiff is entitled to sever of the defendant by reason of the premises the sum of Eighteen Hundred (1800) Dollars, which sum the Court finds to be due the plaintiff from the defendant and for which she is entitled to judgment against said defendant.

It is therefore ordered by the Court that the plaintiff sever from

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the defendant said sum of \$1800 and her costs herein expended.
 The Court further finds that the New York Life Insurance Company, garnishee in this action has answered showing that at the commencement of this action and the service of process on it, it was indebted to the defendant John C. Stokes, in the sum of \$395.23.

Therefore it is ordered by the Court that said New York Life Insurance Company pay to the plaintiff or her Attorneys for her the said sum of \$395.23, and in default of payment for ten days execution issue therefor, and upon payment the said garnishee be discharged, and that the said payment be made a credit upon the amount of said indebtedness heretofore found due from said John C. Stokes to the plaintiff.

The Court further finds that the said John C. Stokes at the commencement of this action was seized in fee simple of the undivided one-eighth (1/8) of the following lands situate in said County of Union, and described as follows;

Beginning at a stake S. 20° W. 6 1/2 poles from the S. E. Corner of In-Lot No. one (1) and at the S. W. Corner of Sarah Reynolds Lot; thence parallel with and on the margin of the road S. 20° W. 14 poles and 5 1/2 links to a stake, thence S. 70° W. 4 poles and 7 links to a stake, thence N. 20° E. 14 poles and 3 1/2 links to the S. W. corner of said Reynolds lot; thence N. 70° E. 4 poles and 7 links to the beginning, containing 3/8 of an acre.

It is ordered by the Court that the sheriff proceed to advertise and sell said lands as upon execution at law and that he return his proceedings to this Court forthwith upon its execution.

Afterward on the 26th day of March A. D. 1895, the following Order of Sale was issued by the Clerk of this Court to-wit:

Order of Sale.

The State of Ohio To the Sheriff of said County, Greeling:
 Union County, ss: }

Whereas at a term of the Court of Common Pleas held at Marysville in and for said County, on the 11th day of March A. D. 1895, in the cause of Louis Water plaintiff, and John C. Stokes defendant, it was ordered, adjudged and decreed as follows, to-wit:

That the Sheriff proceed to advertise and sell the following lands, which the Court finds that the said John C. Stokes at the commencement of this action was seized in fee simple, of the undivided 1/8 of said lands as follows to-wit: Situate in said County of Union, and described as follows:

Beginning at a stake S. 20° W. 6 1/2 poles from the S. E. Corner of In-Lot No. 1, and at the S. W. corner of Sarah Reynolds Lot, thence parallel with and on the margin of the road S. 20° W. 14 poles and 5 1/2 links to a stake, thence S. 70° W. 4 poles and 7 links to a stake, thence N. 20° E. 14 poles and 3 1/2 links to the S. W. corner of said Reynolds Lot; thence N. 70° E. 4 poles and 7 links to the beginning, containing 3/8 of an acre.

It, therefore command you, that you proceed to carry said order, fully, must and decree into execution agreeably to the tenor thereof, and that you have appraised, advertised and expose to sale the above described real estate, under the Statute regulating sales on execution; and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, this 26th day of March A. D. 1895; *J. H. Doanell* Clerk

Sheriff's Return.

Sheriff's Fee	\$ 2
Livestock	25
Levy	50
Summoning Apprais.	1 20
Incoming "	25
Writing Appraisal	25
Copy of Appraisal	25
Notice to Painter	25
Affidavit of "	25
Writing Notice	25
mileage	2 00
Return	25
Postage	9 00
Total	14 70
Appraisers Fee	3 00

The State of Ohio, Union County, ss:
 I received this order of sale on the 26th day of March 1895, and in obedience to the Command of the same, I did on the 26th day of March 1895, summon Elias Hathaway, J. F. Bennett, T. M. Buffington, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 26th day of March A.D. 1895 said appraisers returned to me, under their hand and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$900⁰⁰ without buildings, and \$3000⁰⁰ with buildings.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 27th day of March 1895, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 27th day of April A.D. 1895, at One O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks, and in pursuance to said notice, I did on the 26th day of May A.D. 1895, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House, and then and there came Louis Klaten who bid for the same the sum of Six hundred and One (\$601⁰⁰) Dollars, and said sum being more than two-thirds of the appraised value thereof, and said Louis Klaten being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of Six hundred and one (\$601⁰⁰) Dollars.

Wm. Smagross, Sheriff.

The State of Ohio, Union County, ss:
 The undersigned, being duly sworn says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 24, 1895, and was subscribed before me, this 18th day of June 1895.

J. K. Grandel Clerk.

Printers Fee \$13⁰⁰.
 Louis Klaten vs John C. Stokes
 Court of Common Pleas, Union County, Ohio.
 Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday May 25, 1895, at or about the hour of One O'clock P.M. on said day, the undivided 1/8 interest in the following described real estate to wit:
 Situated in the township of Union, County of Union, and State of Ohio

Sheriff's Sale - 6833

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Bounded and described as follows:
 Beginning at a stake south 20° west-6 1/2 poles from the south east corner of Ex Lot No 1, and at the south west corner of Sarah Reynolds lot: thence parallel with and on the margin of the road south 20° west-14 poles and 5 1/2 links to a stake: thence south 70° west-4 poles and 7 links to a stake: thence north 20° east-14 poles and 3 1/2 links to the south west corner of said Reynolds lot: thence north 70° east-4 poles and 7 links to the beginning containing 3/8 of an acre.

Appraised without buildings at \$900.00: with buildings at \$3000.00
 Terms of Sale, Cash

Wm. S. Swaygrass Sheriff
 Union County, Ohio

Motion. On the 15th day of June A.D. 1895, the following motion was filed by the Clerk of this Court to-wit:

6833
 Louis Mater vs John C. Stokes
 Court of Common Pleas, Union County, Ohio.

Now come Mae S. Reynolds, Clara Martin and Bertha Bates, and by leave of the Court, and for the purpose of the motion only, enter their appearance as parties defendants herein, and move the Court to set aside and vacate the sale made in this case, of the alleged 1/8 interest of said John C. Stokes in said 3/8 of an acre described in said proceedings for the following reasons, to-wit:

First.- That said John C. Stokes does not, and never did, own 1/8 of said premises, but his only interest in the same is one undivided 1/4 of 1/8 of said premises, to-wit: 1/2 undivided, of said 3/8 of an acre, and the said Mae S. Reynolds, Clara Martin and Bertha Bates Stokes own together the remainder of said 3/8 of an acre, and the interest of said John C. Stokes was never appraised or sold.

They therefore file this their motion to set said sale aside and be vacated, and ask that said order of sale be corrected if necessary according to the facts.

Porter & Porter Attorneys for
 Mae S. Reynolds et al.

Entry. Afterward on the 4th day of November A.D. 1895, the following entry was filed by the Clerk of this Court to-wit:

6833
 Louis Mater vs John C. Stokes
 Court of Common Pleas, Union County, Ohio.

This day came the parties and this cause came on for hearing upon the motion of Mae Reynolds et al to set aside the sale of lands heretofore made in this case for reasons in the said motion stated.

On consideration whereof the Court being fully advised in the premises finds that there was a clerical error in the entry on the journal of this Court, in journal No. 17, on page 183, as follows;

On said entry it is made to appear that the interest of the said John C. Stokes in the lands therein described was found by the Court to be a One Eighth interest, when in truth the Court found the same to be a One Twentieth interest, and it should have been so entered.

The subsequent proceedings having followed said error, it is now ordered by the Court that the former appraisement and sale of the said lands be, and the same is hereby set aside; and it is further ordered that the error in the said entry be corrected so as to show that the interest of said John C. Stokes in the said lands, is One Twelfth thereof.

And it is now ordered that the said One Twelfth interest of said John C. Stokes in the said lands be appraised, advertised and sold, and the proceeds applied to the payment of the amount heretofore found due plaintiff, and that an order of sale issue to the Sheriff for the purpose aforesaid.

Porter & Porter Attys. for
Chas Reynolds.
Cameron & Cameron
Attys. for Louis Kater.

Order
of
Sale.

Afterward on the 9th day of November A.D. 1895; the following Order of Sale was issued by the Clerk of this Court to-wit:

The State of Ohio } To the Sheriff of said County, Greeting:
Union County, ss. }

Whereas, at a term of the Court of Common Pleas held at Mansfield, in and for said County, on the 11th day of March A.D. 1895; in the Cause of Louis Kater plaintiff, and John C. Stokes defendant; it was ordered, adjudged and decreed as follows, to-wit: that the Sheriff proceed to advertise and sell the following land which the Court find that the said John C. Stokes at the commencement of this action was seized in fee simple of the undivided 1/12 of said lands.

And afterward on the 4th day of November A.D. 1895; the following Entry was filed with the Clerk of the Court; in Journal 17, Page 183,

This day came the parties and this cause came on for hearing upon the motion of Chas Reynolds et al to set aside the sale of lands heretofore made in this case for reasons in the said motion stated. The entry was corrected as to show that the interest of John C. Stokes in the said lands is 1/12 thereof;

And it is now ordered that the said 1/12 interest of said John C. Stokes in the said lands be appraised advertised and sold, and the proceeds applied to the payment of the amount heretofore found due the plaintiff and that an order of sale issue to the Sheriff for the purpose aforesaid.

Said lands are situated in said County of Union, State of Ohio, and described as follows:

Beginning at a Stake S. 20° W. 6 1/2 poles from the S. E. corner of En Lot No. 1 and at the S. W. corner of Sarah Reynolds lot; thence parallel with and on the margin of the road S. 20° W. 14 poles and 5 1/2 links to a stake; thence S. 70° W. 4 poles and 7 links to a stake; thence N. 20° E. 14 poles and 3 1/2 links to the S. E. corner of said Reynolds lot; thence N. 70° E. 4 poles and 7 links to the beginning, containing 3/8 of an acre.

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you have appraised, advertised and expose to sale the above described real estate, under the statute regulating sales on execution: and that you make report of your proceedings herein, to our Court of Common Pleas, within

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Sixty days from the date hereof, and bring this order with you.
 Witness my signature as Clerk of our said Court of
 Common Pleas, and the Seal of said Court, this 9th day of November A.D. 1896.
 J. H. Roswell Clerk.

Sheriffs Return.	Sheriffs Fees	\$	cts.
	Service		25
	Livy		25
	Sum. Apprs.	1	20
	Declar. "		25
	Writing Appraisal		25
	Copy of "		25
	Notice to Printer		25
	Affidavit of "		25
	Writing Notice		25
Mileage	1	00	
Return		25	
Total	4	45	
Appraisers Fees	3	00	

The State of Ohio }
 Union County, } ss.
 I received this order of sale on the 11th day of
 November 1896, and in obedience to the command of the
 same, I did on the 12th day of November 1896, summons
 E. C. Gabriel, John Richter and L. T. Erb, three disinterested
 freeholders, residents of said County, who were by me duly
 sworn to impartially appraise the lands and tenements
 therein described, upon actual view, and afterward, on the
 12th day of November A.D. 1896, said appraisers returned to
 me, under their hands and seals, that they did upon act-
 ual view of the premises, estimate and appraise the real
 value in money of the same at Four hundred dollars
 (\$400⁰⁰). A certified copy of said appraisal I forthwith
 deposited in the office of the Clerk of the Court of Common Pleas of said
 County.

And on the 13th day of November 1896, I caused to be advertised in
 the "Marysville Tribune" (a newspaper printed and published and of gener-
 al circulation in Union County), said lands and tenements to be sold at
 public sale, at the door of the Court House of said County, on the 14th day
 of December A.D. 1896, at One O'clock P. M. of said day.

And having advertised the said lands and tenements for more
 than thirty days previous to the day of sale, to wit: five consecutive weeks;
 and in pursuance to said notice, I did, on said 14th day of December A.D.
 1896, at the time and place above mentioned, proceed to offer said lands
 and tenements at public sale, at the door of said Court House, and then
 and there came Mae S. Reynolds who bid for the same the sum of \$280.
 and said sum being more than two-thirds of the appraised value thereof, and
 said Mae S. Reynolds being the highest and best bidder thereof, I then and
 there publicly sold and struck off said lands and tenements to her for said
 sum of \$280⁰⁰.

Wm. S. Woodgrass, Sheriff.

On the 20th day of November the following Notice was filed in the
 Clerks office to wit:

Affidavit
 of
 Publication.

The State of Ohio, Union County, ss:
 The undersigned being duly sworn, says that a copy of
 the annexed Notice was published for 5 consecutive weeks in "The Marysville
 Tribune," a newspaper of general circulation in the County of Union, the first
 publication beginning with November 13, 1896.

W. D. Shearer

Sworn to and subscribed before me, this 20th day of November
 1896;

J. H. Roswell Clerk.

Sherriff Sale
6833

Louis Maltin
vs
John C. Stokes

Court of Common Pleas,
Union County, Ohio.

By virtue of the above stated writ is one directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House in Marysville, Ohio, on Saturday December 14, 1895, at or about the hour of One O'clock, P.M. of said day the following described real estate to-wit:

Situate in the township of Union, County of Union and state of Ohio, and bounded and described as follows: The undivided one-twelfth interest of John C. Stokes in the following property:

Beginning at a stake S. 20° W. 6 1/2 poles from the S.E. corner of Lot No. one, and at the S.W. of Sarah Reynolds lot: thence parallel with and on the margin of the road S. 20° W. 14 poles and 5 1/2 links to a stake: thence S. 70° W. 4 poles and 7 links to a stake: thence N. 20° E. 14 poles and 3 1/2 links to the S.W. corner of said Reynolds lot: thence N. 70° E. 4 poles and 7 links to the beginning, containing 7/8 of an acre.

Appraised at Four Hundred and ten Dollars. Terms of Sale Cash.

Wm. S. Snyder, Sheriff,

Union County, Ohio.

Nov. 13, 1895.

Entry
6833

Afterward on the 4th day of February A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:
Louis Maltin
vs
John C. Stokes
Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Mat S. Reynolds by deed according to law, the property so sold.

And it is ordered by the Court that the Sheriff out of the proceeds of said sale pay:

First: The costs hereof amounting to \$62.

Second: To the said Louis Maltin the balance of the proceeds of said sale.

Attest

J. M. Gaunce
Clerk.

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Petition
7041

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to wit: on the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 20th day of January A.D. 1896, The Farmers Bank filed in the Clerk's Office of the said Court of Common Pleas the following petition against A. S. Turner to-wit:

Petition
7041

The Farmers Bank | Court of Common Pleas,
| Union County, Ohio.
vs
A. S. Turner

The plaintiff says that it is a corporation duly organized and incorporated under the laws of the state of Ohio, and doing a general banking business in said state with headquarters at Marysville Ohio, thus its action is founded upon a promissory note of which the following is a copy, with all the credits and indorsements thereon:
\$100⁰⁰ Marysville Ohio, Oct. 14, 1896;

Ninety days after date, as principal debtors, we jointly and severally promise to pay to the Farmers Bank or order, at its office in Marysville, One Hundred Dollars, for value received.

and we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of record in the state of Ohio, or elsewhere, and waive the issuing and service of process and confer judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with eight per cent interest payable annually after the same shall become due, together with costs of suit, and release all errors and waive all rights of appeal in this behalf.

Witness our hands and seal this 14 day of October 1896;

A. S. Turner *(seal)*

There are no credits nor indorsements upon said note.

The said note is hereto attached and made a part hereof.

There is due to plaintiff from the defendant on said note the sum of One Hundred Dollars, which it claims with interest from the 13th day of January A.D. 1896, at 8 per cent. per annum payable annually, and for which, with costs of suit, it asks judgment against the defendant.

J. H. Skinkade
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

J. H. Skinkade being sworn, says that he is the attorney of record for the plaintiff herein, that said plaintiff is a corporation and that he has in his possession the note herein sued on, and that the facts stated and allegations in said petition are, as affiant believes, true.

J. H. Skinkade.

Sworn to before me, and signed in my presence, this 20th day of January A.D. 1896.

(seal)

J. N. Gosnell Clerk of Court
By J. W. A. Gosnell Deputy ..

Answer.
7041

The Farmers Bank
vs
A. S. Turner

Court of Common Pleas,
Union County, Ohio.

The defendant A. S. Turner by R. L. Woodburn his Attorney, and an Attorney at Law of record in this Court, duly authorized through by the warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein; and said defendant by R. L. Woodburn his said Attorney duly authorized as aforesaid, says that he can not gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the plaintiff on the said note in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred Dollars, bearing interest at 8 per cent. per annum, payable annually and therefor, for that sum, with interest from January 13, 1896, at 8 per cent. per annum, payable annually and according costs, and confesses judgment in favor of the plaintiff, and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

R. L. Woodburn
Attorney for Defendant.

Entry.

The Farmers Bank
vs
A. S. Turner.

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by J. H. Kinkade his Attorney, and filed his petition against said defendant, and thereupon R. L. Woodburn an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant now produced in open Court, shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of One Hundred Dollars, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum.

It is therefore considered by the Court here that the said The Farmers Bank (of Marysville Ohio) plaintiff do recover of the said A. S. Turner defendant the sum of One Hundred Dollars, or confessed, as aforesaid, with interest from January 13, 1896, at 8 per cent. per annum payable annually and also costs in its behalf expended taxed to \$42.60, and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of Error therein, are by said defendant waived and released.

Attest
J. H. Gorman, Clerk.

Motion for
Conditional
Order of
Review of
Dormant
Judgment

Marysville
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To-wit:
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A. D. 189

Please continued and held at the Court House in
Marysville, within and for the County of Union, in the Sixth Judicial
District of the Court of Common Pleas, of the State of Ohio, before the
Honorable John A. Rice Judge of Said Court, of the Term of January
to-wit: On the 13th day of January in the year of our Lord One thousand
Eight hundred and Ninety six.

Motion for
Conditional
Order of
Revivor of
Dormant
Judgment

Be it remembered that heretofore to-wit, on the 27th day of
January A. D. 1896, J. H. Sheareson filed in the Clerk's Office of the
said Court of Common Pleas the following Motion for Conditional Order
of Revivor of Dormant Judgment against J. R. Hubbard to-wit:

J. H. Sheareson
7052 vs
J. R. Hubbard
Court of Common Pleas
Union County, Ohio.

J. H. Sheareson, the above named plaintiff, moves herein
for the allowance of a Conditional revivor of the judgment rendered in this
action in his favor and against the said defendant before J. N. Gosnell J. P.
Liberty Township Union County, Ohio, on the 16th day of June 1887, and from
which Justice Order Transcript was procured and filed in the Common
Pleas Court, on the 1st day of September A. D. 1887, for the sum of Fifty two
and Twenty 26/100 Dollars, and One and 80/100 Dollars, costs with interest at the
rate of 6 per cent. per annum, from the 16th day of June A. D. 1887, which
judgment is wholly unsatisfied and upon which no execution has been
sued out since the 13th day of May A. D. 1889.

Said order to be for the full amount of said judgment and costs, with
interest from the 16th day of June A. D. 1887.

R. W. Cory
Attorney for Plaintiff.

Order
issued.

On the 27th day of January A. D. 1896, the following Conditional Order of
Revivor was issued to the judgment defendant by the Clerk of said Court to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of Union County, Greeting:

Whereas in the case of J. H. Sheareson against J. R. Hubbard in
the Court of Common Pleas of Union County, an order in the following words
and figures has been duly made and entered, to-wit:

On this cause, on the motion of said plaintiff J. H. Sheareson and
it being made to appear to the Court, that the said judgment herein has
become and is dormant, and that there is still due thereon the sum
of Fifty two and 26/100 Dollars and One and 80/100 Costs, with interest from
the 16th day of June A. D. 1887, & three & 60/100 increase costs.

It is therefore ordered that said J. H. Sheareson be and he is
hereby ordered to show cause why the said judgment for said sum of
money should not be revived on or before the 29th day of February A. D. 1896,
and in default of such showing, that said judgment to stand revived
for said sums of money.

You are hereby commanded to serve this writ upon the said
J. R. Hubbard who is required to answer unto the same by the 29th day
of February 1896, and make return of the same on the 10th day of February
A. D. 1896.

Witness my hand and the seal of said Court this 27th day
of January A. D. 1896.
J. N. Gosnell Clerk
By Geo. A. Gosnell Deputy

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State of Ohio,
Union County, } ss:

Received this writ January 27th A.D. 1896,
and served the same by handing a true copy of
this writ with the endorsements thereon to J.R. Hubbard
personally on the 27th day of February, A.D. 1896.
Wm. V. Snodgrass Sheriff.

Entry.
7052

On the 27th day of January A.D. 1896, the following Entry
was filed in the Clerk's office to wit:

J. Shearson vs J.R. Hubbard
Court of Common Pleas
Union County, Ohio.

In this cause on motion of the plaintiff J. Shearson,
and it being made to appear to the Court that the said judgment
herein has become dormant, and there is still due thereon the sum of
Fifty two & 24/100 dollars, debt, and One & 84/100 dollars his costs, with interest from
the 16th day of June 1887, and also increase costs, in the sum of \$3⁰⁰.

It is therefore ordered that said J.R. Hubbard, he, and he is hereby
ordered to show cause why said judgment for said sum of money
should not be revived on or before the 29th day of February A.D. 1896,
and in default of such showing that said judgment to stand revived
for said sum of money

R. W. Coony Atty. for Plf.

Entry.
7052

Afterward on the 9th day of March A.D. 1896, the following Entry
was filed by the Clerk of said Court to wit:

J. Shearson vs J.R. Hubbard
Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard by the Court,
and the Court finding that said defendant has been duly served
with a copy of the Conditional Order of revivor heretofore issued herein,
and has failed and still fails to show sufficient cause why said judg-
ment herein should not stand revived as prayed for by said plaintiff.

It is ordered by the Court, that the said judgment herein, for
the sum of \$52²⁴, and One & 84/100 Dollars, costs, with interest from the
16th day of June 1887, and increased costs, in the sum of \$3⁰⁰, be, and
the same doth stand revived against the said J.R. Hubbard, and that
the plaintiff recover against him his costs, and about this proceeding
in revivor incurred and expended, taxed at \$

Attest
J. N. Dornell
Clerk.

Petition
7075

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Please continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John S. Price Judge of said Court, of the Term of January to-wit: on the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that on the 9th day of March A.D. 1896, The Farmers Bank filed in the Clerk's office of the said Court of Common Pleas the following Petition against A.S. Turner to-wit:

Petition
7075

The Farmers Bank | Court of Common Pleas,
vs | Union County, Ohio.
A.S. Turner

The plaintiff says that it is a corporation duly organized and incorporated under the laws of the State of Ohio, and that its principal place of business is in the Village of Marysville, Ohio and that this its action is founded upon a promissory note, of which the following is a copy, with all the credits and endorsements thereon:

\$100

Marysville, Ohio, Nov. 13, 1896:

Ninety days after date as principal debtors, one jointly and severally promise to pay to the Farmers Bank or order, at its office in Marysville, One hundred, dollars, for value received.

And we hereby dispose with the demand of payment of this note, and authorize any Attorney at Law to appear for us or either of us, at any time after the same shall become due in any Court of record in the State of Ohio, or elsewhere and waive the issuing and service of process against us or either of us and confess judgment in favor of the holder or holders of this note for the amount of said note with 8 per cent. interest payable annually after the same shall become due together with cost of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals this 13, day of Nov. 1896:
A.S. Turner.

There is due to plaintiff from the defendant on said note the sum of One hundred dollars which it claims with interest from the 14th day of February A.D. 1896, at 8 per cent. per annum, and for which, with costs of suit it asks judgment against the defendant.

John M. Prodruick
Attorney for Plaintiff.

The State of Ohio, Union County, ss.

John M. Prodruick being sworn, says that he is the duly authorized Attorney for said plaintiff, that this action is founded on a written instrument for the payment of money, which written instrument is now in affiant's possession, and that the facts stated and allegations in said petition are, as affiant believes true.

John M. Prodruick

Sworn to before me, and signed in my presence this 9th day of March A.D. 1896

(Signature)

J. H. Gosnell Clerk

Answer
7075

The Farmers Bank
vs
A. S. Turner

Court of Common Pleas,
Union County, Ohio.

The defendant A. S. Turner by W. W. Merchant his Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney, embraced in the writ sued on in this suit, and which writ, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein: and said defendant by W. W. Merchant said Attorney duly authorized as aforesaid, says that he cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the plaintiff on the said writ in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred and 5/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from March 10th 1896, at 8 per cent. per annum, and accruing costs he confesses judgment in favor of the plaintiff, and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

W. W. Merchant
Attorney for Defendant.

Entry.
7075

The Farmers Bank
vs
A. S. Turner

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by John M. Bowditch its Attorney, and filed its petition against said defendant, and thereupon W. W. Merchant an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant now produced in open Court, shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of One Hundred and 5/100 Dollars, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum.

It is therefore considered by the Court here that the said The Farmers Bank plaintiff do recover of the said A. S. Turner defendant the sum of One Hundred and 5/100 Dollars, so confessed, as aforesaid, with interest from March 10, 1896, at 8 per cent. per annum, and also costs in its behalf expended taxed to \$4.92, and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendant waived and released.

Attest,
J. M. Garneel Clerk.

within a
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in the

A. D. 1895,
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Hilas M.

Petition.
6983

Ora O. Smith
Elizabeth J.
Emma R.
vs
Mary R. De
& Robert F.
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Please continued and held at the Court House in Mansville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the state of Ohio, before the Honorable John A. Cress Judge of said Court of the Term of January to wit: On the 13th day of January in the year of our Lord One thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit, on the 26th day of October A. D. 1895, Hilas W. Lee and others, filed in the Clerks office of the Court of Common Pleas, the following Petition against Mary R. Lee, and others to wit:

Hilas W. Lee,
Ora O. Amrine,
Elizabeth J. Lee,
Emma R. Gear,

Court of Common Pleas,
Union County, Ohio.

Petition.
6983

vs

Mary R. Lee, widow
of Robert F. Lee.
Francis D. Lee,
William W. Lee

Plaintiff by way of petition for partition represent to the Court and say, that on or about the 28th day of March A. D. 1872, one Sarah R. Lee late of Union County, Ohio, died intestate seized by an estate in fee simple in the following lands and tenements, situate in the County of Union, in the State of Ohio, Township of Union and Allen, and bounded and described as follows: Being the undivided One-half (1/2) of the following tracts, (The other one-half belonging to the heirs of Robert F. Lee deceased),

Beginning at a stone and creek, corner to Edward H. Clark's land in the easterly margin of the Mansville and Milford Grand road; thence with said road S. 41 1/2° W. 45 8/100 poles to stone and brick; thence S. 37° W. 24 poles to a stone and creek corner to lands formerly owned by Wm Gabriel; thence S. 58° E. 14 1/2 poles to a stone and creek; thence N. 53 1/2° E. 36 poles to a stone and creek; thence S. 43 1/2° E. 81 poles to a stone and creek corner to said Gabriel's land in the northerly line of land formerly owned by Richard Gabriel; thence with said N. 54 1/4° E. 207 poles to a stone and creek to other lands formerly owned by Wm Gabriel; thence N. 39° W. 83 poles to a stone and creek (witness a me-out corner to said lands in the line of George Hawley's land; thence with the line of said Hawley's and E. H. Clark's land S. 53 1/2° W. 185 2/100 poles to a stone and creek corner to said E. H. Clark's land; thence with his northerly line N. 35° W. 30 poles to the beginning, containing 115 1/2 acres, part of Survey No. 4278.

Also another tract of land lying in same County and State and in Allen Township, containing 30 1/100 acres, that said petitioners do claim and to whose plaintiffs and the defendant the said Francis D. Lee as sole heirs of Sarah R. Lee now assigned all his right, title and interest therein to the plaintiff the said Hilas W. Lee, the children of the said Sarah R. Lee, and is now owned by them in the following proportions as Coparceners or tenants in common to wit: For description of these tracts see page 102 in Bill of Partition.

- To the said Hilas W. Lee the undivided two fifths (2/5) part:
- To the Ora O Amrine the One fifth (1/5) part:
- To the said Elizabeth J. Lee the one fifth (1/5) part:
- To the said Emma R. Gear one fifth (1/5) part:

to each in fee simple forever.

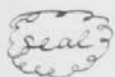
That the said Mary R. Lee is the widow of Robert F. Lee deceased who owns the undivided One-half of said first described tract of land and that she has been duly appointed his Administrator and that these plaintiffs and the said defendants Francis D. Lee and William W. Lee are the children and sole heirs of the said Robert F. Lee said petitioner therefore prays that the said Mary R. Lee, Francis D. Lee, and William W. Lee be made parties defendants herein, and your petitioner desiring to hold their said interest in severally prays partition of said premises be made, or if it shall appear that partition can not be made without them that the same be sold or other order taken pursuant to the statute in such cases made and provided.

The State of Ohio, Union County, ss:

Heilas M. Lee being first duly sworn says, the facts stated and allegations made in the foregoing petition are true, as he verily believes.

Heilas M. Lee.

Sworn to before me, and subscribed in my presence by the affiant this 25th day of October, A.D. 1895.



James B. Cole
Notary Public.

To Clerk.

Receipt.

Issue summonses for the defendants Mary R. Lee and Francis D. Lee to Sheriff of Union County, Ohio, and for the defendant Wm. W. Lee to the Sheriff of Madison County, Ohio, returnable according to law. Endorse said writ Action in Partition.

H. K. Merchant
Attorney for Plaintiff.

Waiver.

I hereby waive the issue and service of summonses and voluntarily enter my appearance in this cause.

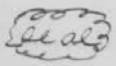
R. W. Croy
Attorney for Mrs. M. Lee.

Summons.

Afterward on the 26th day of October A.D. 1895, the following Summons was issued by the Clerk of this Court to-wit:
The State of Ohio }
Union County, }

You are hereby commanded to notify Mary R. Lee and Francis D. Lee that they have been sued by Heilas M. Lee et al in the Court of Common Pleas of Union County, and must answer by the 23rd day of November A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 4th day of November A.D. 1895.



J. H. Kosmull Clerk

Sheriff's Return.

Sheriff's Fee	\$	65
Ser. & Ret.		1 12
Milage		30
Copy		
Total	\$	2 07

The State of Ohio }
Union County, } Received this writ October 26th A.D. 1895, at 11 o'clock A.M. and served same by delivering a true copy of this writ with the mandaments thereon to Mary R. Lee & Francis D. Lee personally on the 2nd day of November 1895.
Wm. D. Woodgrass Sheriff.

Summons.

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Sheriff's Return.

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Entry-
6983

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Heilas M. Lee
vs
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Summons.

Afterward on the 26th day of October A.D. 1895, the following Summons was issued by the Clerk of said Court to wit:

The State of Ohio }
Union County, } To the Sheriff of Madison County:

You are hereby commanded to notify William W. Lee, that he has been sued by Hilas W. Lee et al, in the Court of Common Pleas of Union County, and must answer by the 28th day of November A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 4th day of November A.D. 1895.

Witness my hand and the seal of said Court, this 26th day of October A.D. 1895.

J. N. Kosmull Clerk

By Geo. A. Kosmull Deputy.

Sheriff's Return.

The State of Ohio, Union County,	
Sheriff's Fee	\$ 25
Serv. & Ret.	25
Copy	25
Total	50

Received this writ October 26th A.D. 1895, at 9 O'clock A. M.

and served same by William W. Lee not found in my County.

Scott Shummitt Sheriff

Entry. 6983

Afterward on the 2nd day of December A.D. 1895, the following Entry was filed in the Clerks office to wit:

Hilas W. Lee et al | Court of Common Pleas,
vs | Union County, Ohio.
Mary R. Lee et al

Now this cause coming on to be heard upon the petition and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition, and they are in default for answer thereto, thereupon the Court find that the plaintiffs herein named are tenants in common in the estate described in the petition as the lands of the said Sarah R. Lee, that the plaintiff the said Hilas W. Lee is entitled and has a legal right to the two fifths (2/5) part thereof, the plaintiff Ora C. Amrine, Elizabeth J. Lee and Emily R. Lear each have a legal right to the one fifth (1/5) part thereof, and that the plaintiffs are entitled to have partition as prayed for.

It is therefore ordered, adjudged and decreed that partition of said estate of the said Sarah R. Lee be made in favor of these said plaintiffs, and L. B. Harvey, Luther H. Wood and A. J. Rigdon, three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a report writ of partition issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named plaintiffs the parts and proportions of said estate to which they are severally entitled, and of his proceedings herein, said Sheriff is ordered to make due return.

H. H. Merchant -
Attorney for Plaintiff.

Writ of
Partition.

Afterward on the 6th day of January A.D. 1896, the following writ of Partition was issued by the Clerk of said Court to wit:
The State of Ohio }
 } To the Sheriff of said County.
 } Union County

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the September Term A.D. 1895, in a civil action therein pending (for partition), wherein Elias W. Lee et al was the plaintiffs, and Mary R. Lee et al was the defendants, you are hereby commanded, that by the oaths of L. B. Harvey, Luther K. Ford and A. J. Rigdon three judicious and disinterested Freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate situate in the County of Union and in the State of Ohio, Townships of Union and Allen and bounded and described as follows: being the undivided 1/2 of the following tract:

Beginning at a stone and creek corner to Edward D. Clark's land in the easterly margin of the Keaysville and Guilford gravel road, thence with the margin of said road S. 41 1/2° W. 45 5/8 poles to a stone and creek, thence S. 37° W. 24 poles to a stone and creek corner to lands formerly owned by Mrs Gabriel, thence S. 58° E. 14 1/2 poles to a stone and creek, thence N. 53 1/2° E. 35 poles to a stone and creek, thence S. 43 1/2° E. 81 poles to a stone and creek corner to said Gabriel's land in the westerly line of land formerly owned by Richard Gabriel, thence with said line N. 54 1/4° E. 207 poles to a stone and creek to other lands formerly owned by Mrs Gabriel, thence N. 39° W. 83 poles to a stone and brick (with a red oak corner to said lands in the line of George Hawley's land, thence with the line of said Hawley's land, thence E. N. Clark's land S. 53 1/2° W. 185 2/3 poles to a stone and creek corner to said E. N. Clark's land, thence with his northwesterly line N. 35° W. 30 poles to the beginning, containing 115 1/2 acres part of Survey No 4274.

Also another tract of land lying in same County and State, and in Allen Township, and being part of Survey No. 2979, and bounded and described as follows.

Beginning at a stone and creek corner center of the Kimball gravel road and westerly corner of said lot, thence with the westerly line of said lot S. 35° 30' E. 73 poles to a stone in the line of J. M. Kimball's land, thence with his line S. 54° 45' W. 70 1/4 poles to a stone northeasterly corner of lot No. 2; thence with the westerly line of lot No. 2, N. 35° 30' W. 73 poles to a stone in the center of the said Kimball road; thence with the center of said road N. 54° 45' W. 70 1/4 poles to the beginning, and being lot No. 1 of the lands of Elizabeth Gabriel containing 32 acres more or less.

Also another tract or parcel of land, situate in same County, State and Township, and Survey, as the last described and being the same premises assigned to Sarah R. Lee formerly Gabriel and bounded on the north by Kimball gravel road, on east by lands of James D. Cook, on south by lands of J. M. Kimball, and on the east by lands formerly owned by Elizabeth Gabriel but now by the plaintiff in common containing 30 5/8 acres.

You are hereby commanded to set off to the heirs of said Sarah R. Lee one-half (1/2) of the 115 1/2 acre tract as above described and then partition the share of said Sarah R. Lee's heirs as follows, to wit:

Sheriff's
Return.

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Report.
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To Hilas M. Lee the Two-fifths 2/5 Part:
 To Ora O. Amrine the One-fifth 1/5 Part:
 To Elizabeth Lee the One-fifth 1/5 Part:
 To Emily R. Lear the One-fifth 1/5 Part:

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money: and that your proceedings in the premises distinctly certify, under your hand, to our said Court herewith.

Witness my name and the seal of said Court of Common Pleas, at the Court-House in Mansfield this 6th day of January A.D. 1896.
 J. M. Roswell Clerk.

Sheriff's Return.

Sheriff's Fees	Dol.	Cts.
Service		25
Mileage	4	00
Executing writ	1	00
Swearing Com.		25
Report Com.	1	00
Poundage	24	96
Return		25
Total	31	70

The Court of Common Pleas,
 Union County, Ohio.

As commanded by the foregoing writ of Partition, I have executed the same by the acts of L. B. Harvey, L. A. Wood and A. J. Rigdon, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 24th day of January A.D. 1896.

Wm. H. Snodgrass Sheriff,
 By J. T. Pearce Deputy.

Commissioners Report: 6983

Hilas M. Lee et al
 vs
 Mary R. Lee et al

Court of Common Pleas
 Union County, Ohio.

According to the Command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, the undersigned Commissioners after being first duly sworn, and upon actual view of the premises, do make partition

To the said Heirs of Robert T. Lee the northern part of the first described tract containing 61²⁵/₁₀₀ Acre, and, to the said Heirs of Sarah R. Lee the southern part of the first described tract containing 55²⁵/₁₀₀ Acre, as shown by the plat and description hereto attached and made part of this report.

And upon actual view of the premises, we are of opinion that the said real estate cannot be further divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same as follows:

The southern part of the first tract herein described and as shown as Lot No. 1, on the plat hereto attached at \$38 per acre or \$2099.50,
 Tract No. 3, of 32 acres at \$48 per acre or \$1536.00,
 Tract No. 2 of 30⁵/₁₀₀ acres at \$48 per acre or \$1464.00
 Making a total of \$5099.50

Given under our hands this 22nd day of January A.D. 1896.

L. B. Harvey }
 L. A. Wood } Commissioners.
 A. J. Rigdon }

Tract No. I.

Situate in the State of Ohio, County of Union, Township of Union, and Survey No. 4278, and bounded and described as follows:

Beginning at a stone and creek in the east-margin of the Marysville and Milford Center Gravel Road and at a northeasterly corner of A. R. Showalter's land; thence with the margin of said road N. $40^{\circ}15'$ E. 24 poles to a stone and tile; and N. $44^{\circ}30'$ E. 46 poles to a stone and tile at the westerly corner of Edward G. Clark's land; thence with two consecutive lines of said Clark's land S. $32^{\circ}30'$ E. 30 poles to a stone and tile; and N. $56^{\circ}30'$ E. 68 poles to a stone and brick at the southwesterly corner of Robert F. Lee's heirs land; thence with the southerly line of said land S. $36^{\circ}15'$ E. $82\frac{2}{3}$ poles to a stone and brick in the westerly line of James Gabriel's land; thence with the said line S. $57^{\circ}15'$ W. $88\frac{1}{3}$ poles to a stone and tile at the northeasterly corner of said A. R. Showalter's land; thence with three consecutive lines of said land N. $40^{\circ}30'$ W. 81 poles to a stone and tile; S. 57° W. 85 poles to a stone and tile and N. 52° W. $14\frac{2}{3}$ poles, to the place of beginning, containing $55\frac{2}{3}$ acres more or less. Being the tract assigned to the heirs of Sarah R. Lee.

Tract No. II.

Situate in the State of Ohio, County of Union Township of Allen and survey No. 2979, and bounded and described as follows:

Beginning at a stone in the center of the Darby and Buck Run Gravel Road and at the westerly corner of James D. Wood's land; thence with the southerly line of said Wood's land S. $35^{\circ}30'$ E. 73 poles to a stone at the northerly corner of Marcie M. Linedecker's land; thence with the westerly line of said land S. $54^{\circ}45'$ W. 67 poles to a stone at the easterly corner of lot No. 3 hereof; thence with the northerly line of said lot N. $35^{\circ}30'$ W. 73 poles to the center of said road; thence with the center of said road N. $54^{\circ}45'$ E. 67 poles to the place of beginning, containing $30\frac{5}{8}$ acres more or less.

Tract No. III.

Situate in the State of Ohio, County of Union and Township of Allen and Survey No. 2979, and bounded and described as follows:

Beginning at a stone in the center of the Darby and Buck Run Gravel Road and at the westerly corner of Delia Reed's land; thence with the center of said road N. $54^{\circ}45'$ E. $70\frac{1}{8}$ poles to a stone at the westerly corner of lot No. 2 hereof; thence with the southerly line of said lot S. $35^{\circ}35'$ E. 73 poles to a stone in the westerly line of Marcie M. Linedecker's land; thence with said line S. $54^{\circ}45'$ W. $70\frac{6}{8}$ poles to a stone at the easterly corner of said Reed's land; thence with the northerly line of said land N. $55^{\circ}30'$ W. 73 poles to the place of beginning, containing 32 acres more or less.

Tract No. IV.

Situated in the State of Ohio, County of Union, Township of Union and Survey No. 4278 and bounded and described as follows:

Beginning at a stone in the center of the Harris Public Road and at the westerly corner of William Harris' land; thence with the southerly line of said land S. $36^{\circ}15'$ E. 83 poles to a stone at the northeasterly corner of said Harris' land and in the westerly line of James Gabriel's land; thence with said line S. $57^{\circ}15'$ W. $119\frac{2}{3}$ poles to a stone and brick at the easterly corner of Sarah R. Lee's heirs land; thence with the northerly line of said land N. $36^{\circ}15'$ W. $82\frac{2}{3}$ poles to a stone in the easterly line of Edward G. Clark's land; thence with said line and the center of said road N. $56^{\circ}30'$ E. $119\frac{2}{3}$ poles to the place of beginning, containing $61\frac{2}{3}$ acres more or less, and being the part apportioned to the heirs

of Robert F. Lee.

Lansum B Hawley
Surveyor of Union County.

Jan. 24, 1896.

Entry
6983

Hilao M. Lee et al

vs

Mary R. Lee et al

Court of Common Pleas
Union County, Ohio

This cause coming on to be heard on the motion of the plaintiff herein to make the Journal Entry herein more definite and certain: the court upon a full hearing doth allow and order the same to be done, and it is found by the Court that the said Sarah R. Lee died seized in fee simple to the undivided One half (1/2) of the One Hundred and Fifteen and 1/2 acre tract; as set forth in the first description of lands in the petition herein, and that the Heirs of Robert F. Lee is entitled to the one-half, and that the heirs of the Sarah R. Lee are entitled to partition of said tract.

It is therefore ordered by the Court that partition be made of the lands of the said Sarah R. Lee deceased, and the said Robert F. Lee deceased between their said heirs and that said tract above mentioned be divided into parts or parcels as if division had been made between the said Sarah R. Lee and Robert F. Lee in their lifetimes, and that the part or parcels set off to the heirs of the said Sarah R. Lee deceased be partitioned as in the former decree herein ordered.

W. H. Merchant
Attorney for Plaintiff

Afterward on the 27th day of January A. D. 1896, the following Entry was filed in the Clerk's office to-wit:

Entry
6983

Hilao M. Lee et al

vs

Mary R. Lee et al

Court of Common Pleas,
Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners appointed herein; and on the motion to confirm the same, and it appearing from said report that said estate could not be divided by metes and bounds without manifest injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate in three separate tracts to-wit:

Tract No. 1. at \$38.00 per acre.

Tract No. 2 at \$48.00 per acre, and

Tract No. 3 at \$48.00 per acre, as shown by the Surveyors plat attached to said return.

Total appraisement \$5019.50, and to the heirs of Robert F. Lee Tracts No. 4 mentioned.

The Court find the said return and proceedings in all respects correct and in conformity to law and do thereupon approve and confirm the same.

And it appearing to the Court that the said Hilao M. Lee and Emily R. Geer have elected to take said tract of said estate at their appraised value, and has paid to the Clerk of this Court the costs of this case including an Attorney fee of \$132.66 and to Ora O. Amrine

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and Elizabeth Lee each the sum of \$1099.90, the other plaintiff in this case and entitled to share in said Estate their respective proportions of its appraised value.

The said estate is hereby adjudged to the said Hilas M. Lee and Emily R. Keer to wit:

The said Hilas M. Lee to receive the lands in Allen Township containing 62 ⁵⁰/₁₀₀ acres; And the said Emma R. Keer to have and hold the 55 ²⁵/₁₀₀ acres in Union Township; And the Sheriff is ordered to execute and deliver a deed to them therefor. And execution is awarded for costs and Attorney fees, as follows:

To Hilas M. Lee the ²/₅ part thereof. To Ora B. Amerine, Elizabeth J. Lee and Emma R. Keer to each the ¹/₅ and to the Heirs of Robert C. Lee the ¹/₆ part thereof.

H. H. Merchant
Attorney for Plaintiff.

Attest
J. M. Boswell
Clerk.



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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to-wit: On the 18th day of January in the year of our Lord, One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 27th day of December A.D. 1895, Lucy Ann Goodhead filed in the Clerk's office of the said Court of Common Pleas the following Petition against George W. Gamble et al to-wit:

Petition
7026

Lucy Ann Goodhead,
vs
George W. Gamble,
Addie S. Gamble,
John C. Gamble,
L. C. Kharin,
Charles J. Chapman,
John C. Saffelt, as Adm^r
& Albert S. Chapman
Exec and John Fleck,
Surviving Partner of
Fleck & Chapman &
The Pullman & Taylor Co.

Court of Common Pleas
Union County, Ohio.

First Cause of Action.

The defendant George W. Gamble, is indebted to plaintiff in the sum of Five Hundred Dollars, which plaintiff claims, with interest from the 25th day of October, 1895, at 8 per cent. payable semi-annually, on a promissory note, of which the following is a copy, with the only indorsement -
Richmond Indiana, October 25th, 1890.

"Five years after date, I promise to pay to the order of Joseph J. Dickinson, Five Hundred Dollars, at the Second National Bank, Richmond Indiana - Value received, without any relief whatever from valuation and appraisement - Laws, with interest at the rate of 8 per cent. per annum after maturity, payable semi-annually, and five per cent Attorneys Fees. The drawer and endorsers severally waive presentment for payment, protest, and notice of protest and non payment of this note.

It is expressly agreed that if default shall be made in the payment of any one of the Coupons hereto attached, representing the semi-annual interest on this note, or any part thereof, as they severally become due, then the whole principal sum represented by this note shall, at the option of the holder hereof, immediately become due, and together with all arrearages of interest thereon, may be collected.

It is further expressly agreed, that if at any time, until this note is fully paid, the premises made security for this note, or any part thereof, shall be sold for any tax or assessment whatever, then, and become due, and may be collected.

P. O. New Dover,

Union County, Ohio.

George W. Gamble.

The following is the only indorsement on said note:

"Pay to the order of Lucy Ann Goodhead, without recourse on me."

Joseph J. Dickinson

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There are no credits on said note.
Second Cause of Action.

The said George M. Gamble is further indebted to plaintiff in the sum of Twenty Five Dollars, being the five per cent. Attorney's fees agreed to be paid in the principal note, a copy of which is set out under the first cause of action herein. and which is made a part of this second cause of action.

Said agreement and contract for the payment of Attorney's fees was made, and stipulated for payment and performance in the state of Indiana.

Said agreement is valid and binding, by and under the laws of State of Indiana and has been so held by the Court.

Third Cause of Action.

The defendant George M. Gamble, is indebted to plaintiff in the further sum of Twenty Two & 70/100 Dollars, which plaintiff claims, with interest at 8 per cent. payable semi-annually, from the 25th day of October, 1895, on an interest Coupon note, attached to the principal note, a copy of which is given under the first cause of action in this petition.

The following is a copy of said Coupon note, with the only indorsement:

\$ 22 ⁷⁰/₁₀₀ "Richmond, Ind. October 25th, 1890.

October 25th 1895, after date, I promise to pay to the order of Joseph J. Dickinson, Twenty two & 70/100 Dollars, at the Second National Bank Richmond, Indiana, (with interest at the rate of 8 per cent. per annum, after maturity, payable semi-annually,) being the semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note."

(Signed) "George M. Gamble."

The following is the only indorsement thereon:

"Pay to the order of Lucy Ann Woodhead without recourse on me."

(Signed) Joseph J. Dickinson"

There are no credits on said Coupon note.

Fourth Cause of Action.

At the time of delivering said notes and to secure the payment of the same, the defendant, George M. Gamble and Addie A. Gamble, his wife, duly executed and delivered to said Joseph J. Dickinson their mortgage deed conveying the following premises:

Situate in the County of Union in the state of Ohio, and bounded and described as follows:

Part of Virginia Military Survey No. 4065.

Beginning at a stake N. 83 1/4° E. 8 2/10 poles from the North westerly corner of the J. Bowen land, the corner being described as a stake driven in a six inch drain tile - witness a Hickory 1 1/2 inches in diameter, S. 29° E. 5 1/2 feet - thence from the stake and tile N. 80° W. 10 5 2/10 poles to a stake, thence N. 83° E. 10 poles to a stake, thence N. 8° W. 16 poles to a stake in the center of the Down and County line Gravel Road, thence, with the center of said gravel road, N. 83° E. 22 2/10 poles to a stake in said road, thence S. 8° E. 124 2/10 poles to a stake in the line of said J. Bowen land, thence with said line, S 88° 15' W. 32 2/10 poles to the beginning, containing Twenty Four (24) Acres of land more or less, as surveyed by F. J. Dager, Surveyor of Union County, Ohio,

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January 27th, 1882, and recorded in Surveyors Record No. 3, page 205. Said mortgage contained a condition that if the said George M. Gamble and Addie A. Gamble his wife, or either of them, shall pay or cause to be paid unto the said Joseph J. Dickinson, the sum of \$500,- as represented by said principal note, the interest thereon, said five per cent. Attorney's fee, ten interest Coupon notes, of which the one set out under 3rd Cause of Action herein is one, and interest thereon, according to the tenor thereof, then said mortgage to be void, otherwise to be and remain in full force and virtue in law forever.

On the 28th day of October, 1890, at 4-20 O'clock P.M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Book 30, page 98 of the mortgage records of said County.

Said mortgage has been duly assigned to plaintiff.

No part of said principal note, interest, Coupon note nor Attorney's fee have been paid; the conditions of said mortgage have been broken and the same has become absolute.

The defendant John C. Gamble, L. C. Wharton, Charles S. Chapman and John C. Griffith as Administrators of the Estate of Albert S. Chapman decd. John Fleck as surviving Partner of the partnership of Fleck and Chapman now dissolved, but formerly doing business in the State of Ohio, and The Sullman & Taylor Co. a corporation organized for the purpose of doing business in the State of Ohio, have, or claim, some lien, or interest in said premises, but plaintiff avers that the claims of all of them (except of L. C. Wharton, whose claim is for taxes paid) are subordinate to plaintiff's claim, and plaintiff asks that they be compelled to set the same up, or be forever cut off from asserting the same.

Plaintiff therefore asks judgment against the defendant George M. Gamble, in said sum of Five Hundred and Forty seven & 70/100 Dollars, with interest at eight per cent. payable semi-annually upon \$522 70/100 thereof from October 25th, 1895, and that said premises may be sold, and the proceeds applied to the payment of said judgment, and for all proper relief in the premises.

J. E. Griffith Attorney for Plf.

State of Ohio, Union County, ss:

J. E. Griffith, being duly sworn, says, that he is the Attorney of plaintiff, duly authorized in the premises, that plaintiff is a non resident of Union County Ohio, and that the allegations in the foregoing petition are as he believes true.

Sworn to and subscribed before me this 26th day of December, A.D. 1895.

J. W. Tilton
Notary Public.

We the undersigned, hereby waive the issuing and service of Summons in this case and voluntarily enter our appearance therein - this 26th day of December, 1895.

The Sullman & Taylor Co. for J. E. Griffith their Atty.
John C. Griffith } Administrators of
Charles S. Chapman } Albert S. Chapman, deceased.
L. C. Wharton

Waiver

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To the Clerk:

Receipt.

Issue Summons in this case to the Sheriff of Union County, Ohio, for the Defendants, George M. Gamble, Addie A. Gamble and John C. Gamble & John Fleck, as surviving Partner of the late Partnership of Fleck & Chapman, Returnable according to law.

Indorse: Action for Foreclosure of Mortgage and Judgment. Amount claimed \$577.75, with interest at 8% on \$522.75 from October 25th 1895.

J. E. Griffith, Atty. for P. Off.

Afterward on the 27th day of December A. D. 1895, the following summons was issued by the Clerk of said Court to wit:

Summons.

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify George M. Gamble, Addie A. Gamble John C. Gamble and John Fleck as surviving partner of the late Partnership of Fleck and Chapman that they have been sued by Lucy Ann Woodhead in the Court of Common Pleas of Union County, and must answer by the 26th day of January A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 6th day of January A. D. 1896.

Witness my hand and the seal of said Court, this 27th day of December A. D. 1895;

J. A. Kessell, Clerk

The State of Ohio

Union County

Sheriff's Return.

Sheriff's Fees	\$	80
Service & Return		80
Mileage	1	00
Copy		60
Total	2	40

Received this writ December 27th A. D. 1895, at 4 O'clock P. M. and served same by handing a true copy of this writ with the indorsements thereon to George M. Gamble and to Addie A. Gamble by leaving a copy at her usual place of residence on the 28th day of December, 1895; and to John Fleck by leaving a copy at his usual place of residence on the 30th day of December, 1895; John C. Gamble not found.

Lucy Snodgrass Sheriff.

Afterward on the 13th day of January A. D. 1896, the following Affidavit was filed by the Clerk of this Court to-wit:

Affidavit.

Lucy Ann Woodhead

Court of Common Pleas, Union County, Ohio.

7026

George M. Gamble et al

J. E. Griffith being duly sworn, says that he is the Attorney of the plaintiff duly authorized in the premises, that the plaintiff is a non-resident of this County, that service of summons can not be made in this state on the defendant, John C. Gamble, and that the cause is one of those mentioned in section five thousand and forty eight of the revised statutes of Ohio.

J. E. Griffith

Sworn to and subscribed before me this 10th day of January A. D. 1896,

Fielding A. Thompson Notary Public

Affidavit
& Printers

Afterward on the 15th day of January A.D. 1896, the following legal notice was published, in the "Waynesville Tribune" to wit:

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in "The Waynesville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with January 15th 1896.

H. O. Shearer.

Sworn to and subscribed before me, this 3rd day of March 1896.

Printers True, \$16th.

J. H. Roswell Clerk.

Legal
Notice.

J. E. Griffith Attorney.

John C. Gamble, residing at Manchester, Coffee County, Tennessee, will take notice that on the 27th day of December 1895, Lucy Ann Woodhead filed her petition in the Court of Common Pleas of Union County Ohio, in Case No. 7026, against the said John C. Gamble and others praying for the foreclosure of a mortgage made by George W. Gamble and wife to Joseph J. Dickinson, and by said Dickinson assigned to plaintiff on the following premises.

Situated in the County of Union, in the state of Ohio, and bounded and described as follows:

Part of Survey No. 4065, Beginning at a stake (N. 83¹/₄° E. 8²/₁₀₀ poles from the northwest corner of the J. Brown land, the corner being described as a stake driven in a six inch drain tile, witness a hickory 12 inches in diameter S. 29° E. 5¹/₂ feet). Thence from the stake and tile N. 82° W. 108²/₁₀₀ poles to a stake, thence N. 88° E. 10 poles to a stake, thence N. 82° W. 16 poles to a stake in the center of the Doran and County line gravel road: thence with the center of said gravel road N. 88° E. 22²/₁₀₀ poles to a stake in said road: thence S. 82° E. 124²/₁₀₀ poles to a stake in the line of said J. Brown land: thence with said line S. 83° 15' W. 32²/₁₀₀ poles to the beginning, containing 24 acres of land, given to secure a debt on which there is due the sum of \$547.75, with interest at 8 per cent on \$522.75 thereof, from the 25th day of October 1895.

Said party is required to answer on or before the 1st day of March 1896, or judgment may be taken against him.
January 15, 1896. Lucy Ann Woodhead.

Afterward on the 28th day of January A.D. 1896, the following entry was filed in the Clerk's office to wit:

Entry
7026

Lucy Ann Woodhead vs George W. Gamble et al
Court of Common Pleas
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants L. C. Wharton, Charles S. Chapman and John C. Griffith as Administrators of the estate of Albert S. Chapman deceased and the Sulliman and Taylor Co. have duly waived the issuing and service of Summons in this case, and that all the other defendants herein except John C. Gamble, have been duly served with summons in this case, and that all the defendants except said John C. Gamble, are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that the defendant George W. Gamble is indebted to the plaintiff on the promissory note set forth in

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The petition, including interest to the first day of this term, and the Attorney fees asked for, the sum of Five Hundred Fifty six & 8/100 (\$556.80) Dollars.

The Court further find that in order to secure the payment of said note, the defendant George M. Gamble and Addie A. Gamble, his wife, executed and delivered to Joseph J. Dickinson, who duly assigned same to plaintiff, their certain Mortgage as in the petition described, and on the premises therein described; that said Mortgage was duly recorded in Book 30, page 98, of the records of Mortgages of Union County, and is a good and valid lien on the premises described in the petition, and that the conditions in said Mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant, George M. Gamble, the said sum of Five hundred and fifty six & 8/100 (\$556.80) Dollars, with interest at eight per cent on \$531.81 thereof from the first day of this term, and the costs herein expended.

And it is further adjudged and decreed that unless said defendant George M. Gamble, shall within five days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest as aforesaid the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

J. E. Griffith Atty for Plff.

Afterward on the 3rd day of February A.D. 1896, the following Order of Sale was issued by the Clerk of this Court, to-wit:

Order of Sale

The State of Ohio, Union County, ss.
To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Mansville, in said County of Union on the 28th day of January 1896, Lucy Ann Woodhead obtained a Judgment and Decree against George M. Gamble et al for the sum of Five Hundred and Fifty six & 8/100 Dollars, and Fifteen and 8/100 Dollars, costs of suit.

And whereas it was then and there, by said Court ordered, adjudged and decreed, that the said George M. Gamble within five days from the 28th day of January A.D. 1896, pay unto the said Lucy Ann Woodhead the said sum of \$556.80 with interest from the 13th day of January, on \$531.81, at 8 per cent; and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, Commanding him to proceed, according to the statute regulating judgments and Executions at-law, to sell the real estate described in the plaintiffs petition, &c.

And whereas the five days aforesaid have fully expired, and the said sum of \$556.80, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We, therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at-law, the following lands and tenements situate in Union County, Ohio, to-wit: And bounded and described as follows:

Part of Virginia Military Survey No. 4065; Beginning at a stake N. 83 1/4° E. 8 1/2° poles from the North westerly corner of the J. Bowen land, the corner being described as a stake driven in a six inch drain tile - witness a Hickory 12 inches in diameter, S. 29° E. 5 1/2 feet) thence from the stake and tile N. 80° W. 108 1/2 poles to a stake; thence N. 83° E. 10 poles to a stake; thence N. 8° W. 16 poles to a stake in the center of the Dover and County line Gravel Road; thence with the center of said Gravel Road N. 83° E. 22 1/2 poles to a stake in said road; thence S. 8° E. 124 1/2 poles to a stake in the line of said J. Bowen land; thence with said line S. 83° 15' W. 32 1/2 poles to the beginning, containing 24 Acres of land more or less.

We therefore Command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 3rd day of February A.D. 1896.

J. N. Gosnell Clerk.

Sheriff's Return.

Sheriff's Fees	\$	25
Service		25
Levy		25
Sum. Appraisals	1	20
Swearing "		25
Comcopy "	1	00
Writing Appraisal		25
Copy of "		25
Notice to Printer		25
Affidavit of "		25
Mileage	1	00
Poundage	1	50
Return		25
Total	7	00
Appraisals Fee	3	00

The State of Ohio,
Union County, ss: } In obedience to the command of
the Order of Sale hereto annexed, I did, on the 4th day of February 1896, summon J. H. Hush, L. C. Farnum and W. Hopkins three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward on the 4th day of February A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$504⁰⁰.
A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 5th day of February 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 7th day of March A.D. 1896, at One O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: 5 consecutive weeks; and in pursuance to said notice, I did on the 7th day of March A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Charles A. Francisco who bid for the same the sum of \$360⁰⁰, and said sum being over two thirds of the appraised value thereof, and said Charles A. Francisco being the highest and best bidder

Sheriff's Sale- 7026

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Wm. V. Snowgrass Sheriff.

And said sum being over two-thirds of the appraised value thereof, and said Charles A. Francis being the highest and best bidder therefor, I then and then publicly sold and struck off said lands and tenements to him for said sum of \$360⁰⁰.

Wm. V. Snowgrass Sheriff.

The State of Ohio, Union County, ss:

The undersigned being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with February 15th 1896.

Sworn to and subscribed before me, N. C. Shaver.
This 9th day of March A.D. 1896.

J. N. Russell Clerk.

Court of Common Pleas.

Union County, Ohio.

Sheriff's Sale- 7026

Primitus fee \$ 14.25
Lucy Ann Woodhead
vs
George W. Gamble et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the North door of the Court House, in Mansfield, Ohio, on Saturday March 7th 1896, at or about the hour of One O'clock P.M. on said day the following described real estate to-wit: Situate in the Township of Dover County of Union State of Ohio, and bounded and described as follows: Part of Virginia Military Survey No. 4065, beginning at a stake (N. 38 1/4° E. 8 2/3 poles from the northwesterly corner of the J. Bowen land the corner being described as a stake driven in a six inch drain tile with a Hickory 12 inches in diameter S. 29° E. 5 1/2 feet), thence from the stake and the tile N. 8° W. 108 poles to a stake; thence N. 88° E. 16 poles to a stake; thence N. 8° W. 16 poles to a stake in the center of the Dover and County line Grave Road; thence with the center of said grave road N. 83° E. 22 2/3 poles to a stake in said road; thence S. 82° E. 124 2/3 poles to a stake in the line of said J. Bowen's land; thence with said line S. 80° 15' W. 82 2/3 poles to the beginning, containing 24 acres of land more or less.

Appraised at \$21⁰⁰ per acre. Terms of Sale Cash.

Wm. V. Snowgrass, Sheriff
Union County, Ohio.

February 5th 1896.

Answered Cross-Petition. 7026

Afterward on the 22nd day of February A.D. 1896, the following Answer and Cross-petition of John C. Gamble filed in the Clerk's office to-wit:
Lucy Ann Woodhead
vs
George W. Gamble et al
Court of Common Pleas,
Union County, Ohio.

And now comes the said defendant John C. Gamble, and for his Answer to plaintiffs petition herein filed, and by way of Cross-petition says:

That on April 13th 1889, the defendant George W. Gamble made and delivered to said defendant John C. Gamble his promissory note of that date

due on April 13th 1891, after date payable to John C. Gamble and calling for the sum of Two Hundred and Eighty Dollars with interest from date till paid, at six per cent. per annum payable annually.

The following payments have been made on said note viz: April 13th 1889 Twenty Dollars; August-12th 1891, Thirty Dollars, int.; April 1st 1894, One Hundred and Fifty Dollars and October 23rd 1895, Seventy five Dollars,

there are no other payments or indorsements on said note.

On the 19th day of October 1892, and to secure the payment of said note said George M. Gamble and Addie Gamble, his wife, executed and delivered to said John C. Gamble their Mortgage deed of that date, and thereby conveyed to said John C. Gamble the premises described in plaintiffs said petition.

The condition contained in said mortgage was, in substance, that if the said George M. Gamble should pay or cause to be paid to said John C. Gamble the said note above described, the said Mortgage will be void; otherwise to be and remain in full force and virtue.

On the 20th day of October 1892, at 2 O'clock P.M. said Mortgage was filed with the Recorder of said Union County, Ohio, and the same was duly recorded in Volume 26, page 389 of the Records of Mortgages of said Union County, Ohio.

Said Mortgage has become absolute, there is due and remaining unpaid upon said note the sum of Ninety Two Dollars with six per cent interest thereon from October 23rd 1895.

Said defendant John C. Gamble therefore asks that if said premises are sold he pay the said sum of Ninety Two Dollars with six per cent interest thereon from October 23rd 1895, in the order of the priority of said lien, and for all proper relief in the premises.

John M. Brodrick,
Attorney for John C. Gamble.

The State of Ohio, Union County, ss:

John M. Brodrick, being sworn, makes oath that he is the duly authorized Attorney for said John C. Gamble; that the said John C. Gamble is a non resident of said Union County, Ohio, and that the facts stated in the foregoing Answer and Cross-petition are as affiant believes, true,

John M. Brodrick.

Sworn to by said John M. Brodrick, before me and signed by him in my presence this 22nd day of February 1896.

J. N. Gosnell Clerk.

Afterward on the 9th day of March A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry.
7026

Lucy Ann Woodhead

Court of Common Pleas

vs
George M. Gamble et al

Union County, Ohio.

On Motion of the plaintiff, and on her producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of

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this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, Charles A. Francisco, by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said Lienholder in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the Mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County.

And the Court being now to distribute the proceeds of said sale amounting to \$360.00, it is ordered that the Sheriff out of the money in his hands, pay:

First - To the Treasurer of Union County the taxes, penalty and interest against said property, to wit: the sum of \$35.00.

Second - To the defendant L. C. Charlton the amount of his claim for taxes, penalty and interest, the sum of \$29.50.

Third - The costs of this action, taxed at \$56.34.

Fourth - To the plaintiff Lucy Ann Woodhead the balance of the said money remaining in his hands, to wit: the sum of \$270.17, to be applied as a credit upon her judgment against the defendant, George W. Gamble.

And there still remaining due to the said Lucy Ann Woodhead the sum of \$, it is considered that she recover the same from the defendant George W. Gamble, and execution is awarded therefor.

Attest,
J. M. Sarnes
Clerk.



Please continued and held at the Court House in Marysville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Rice Judge of said Court of the Term of January 1896: on the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 26th day of November A.D. 1896, Joseph D. Boardman filed in the Clerk's Office of the said Court of Common Pleas the following Petition against James Lord et al to-wit:

Petition 7004

Joseph D. Boardman

Court of Common Pleas Union County, Ohio

vs James Lord, Sarah, Henry Cook Catherine Cook, Henrietta Ann Collins, Minerva Robbins Jacob, David Robbins, and other unknown heirs of Eliza Robbins Bloodgett; Lucy E. Reed, widow of John Reed deceased; Anna Baldus; John W. Reed; Fessie M. Reed; Minerva Bryson; Anna Kravis, and Norman Campbell.

The plaintiff says, that on or about the day of A.D. 1852, one Daniel Reed, of Union County, Ohio, did seized of an estate in fee simple, in the following described real estate, situate in said County of Union, to-wit:

Aaron Orabrod
Died to
Daniel Reed

Volume 7, page 354,
Date, 29th day of March 1839.

Situate in the County of Union, in the State of Ohio; and bounded and described as follows to-wit:

Beginning at a Lyme, Elm and Beech, N.W. Corner to Benjamin Biggs' Survey No. 4075; thence with the west line thereof S. 10° E. 127 poles to a Beech and Maple; thence N. Easting 80° E. 77 poles to an Elm and Hickory; thence N. 10° W. 127 poles to a Buckeye, Lyme and Hickory in the north line of said Survey; thence with said line S. 85° W. 77 poles to the beginning containing 61 acres of land, be the same more or less; and being part of Biggs' Survey No. 4075; excepting therefrom the tract conveyed by Daniel Reed to Norman Reed. Date June 8th 1849. Union County Ohio Deed record Volume 12 page 355.

Situate in the County of Union in the State of Ohio, Virginia Military District Survey No. 4075; and bounded and described as follows:

Beginning at a Lyme, Elm, and Beech, N.W. Corner to Benjamin Biggs' Survey No. 4075, of which this is a part; thence with the west line thereof S. 10° E. 28 poles; thence E. 6 poles; thence N. 28 poles; thence W. 6 poles to the place of beginning containing one acre and eight poles.

And also excepting therefrom that portion of said premises occupied by the road bed of the Toledo and Ohio Central Rail Road Company, of about one acre.

The said Daniel Reed, in his life-time duly made his Last

Will and 8th day of Probate recorded,

Reed gave third of a estate, to widow.

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Will and Testament, which after his decease, and on or about the 8th day of June A. D. 1852, was proved, allowed and admitted for Probate and record by the Probate Court of Union County, Ohio, and recorded, together with the testimony in the premises.

By the terms of said will of said Daniel Reed, said Daniel Reed gave and devised to his wife, Alma Reed, in lieu of her dower, one-third of all his property, including, as well, his personal and his real estate, to be held and for her use as long as she should remain his widow.

Said Alma Reed died on or about the day of A. D. 18

By the terms of the second item of said will, said Daniel Reed devised and bequeathed to each of his daughters, Almira, Minerva, Davilla, and Lucinda; and to his son, Brodwin Dollars each.

The said sums were paid to each one of the said children by the executor of said will, Samuel Boardman, after being qualified as such by the said Probate Court:

By the terms of the third item of said will, said Daniel Reed gave to Samuel Boardman, whom Daniel Reed nominated as the executor of his last will and testament, all the residue of his goods and chattels, lands and tenements, of every kind whatsoever, in trust for the uses and purposes following to wit: For the use and behoof of Edward (his insane son) so long as he should live and after his death to be equally divided among all the heirs of said Daniel Reed.

On or about the day of October A. D. 1896, the said Edward Reed died and said property, by the terms of said will, passed free from the dower estate of said Alma Reed, widow of said Daniel Reed and free from the use and behoof of Edward Reed insane son of said Daniel Reed, to all the heirs of said Daniel Reed; and passes to the following persons, only heirs of said Daniel Reed deceased:

James Lord who is the only heir and legal representation of Almira Reed, a daughter of said Daniel Reed deceased, who intermarried with one Joseph Lord, and afterward died intestate. He resides in Battle Creek, Calhoun County, in the State of Michigan.

Sarah Cook intermarried with one Henry Cook; Catherine Cook, intermarried with one ; and Henrietta Swan Collins, intermarried with one Collins; children of Davilla Reed, intermarried with one Cook; leaving children, Sarah, Henry and Catherine, above named

and afterwards said Davilla Cook widow of said Cook deceased, intermarried with one Sheldon Swan, and afterwards died intestate, leaving issue of said marriage, Henrietta Swan Collins who with said Sarah, Henry and Catherine Cook, her only children and heirs.

The residence of said Sarah ; Henry Cook and Catherine ; are to the plaintiff unknown.

The residence of the said Henrietta Swan Collins is Granville, Licking County, Ohio.

The plaintiff Joseph D. Boardman, who is the only child and heir of Minerva Reed, a daughter of said Daniel Reed deceased; who intermarried with one Samuel Boardman, and afterward died intestate, leaving issue of said marriage, Joseph D. Boardman, her only child and heir, and who resides at Northampton, Franklin County, Ohio.

The unknown heirs of Eliza Reed, a daughter of said Daniel Reed, deceased.

The said Eliza Reed intermarried with one Robbins; and afterwards said Robbins died; afterwards Eliza Reed Robbins, widow of said Robbins, deceased, intermarried with one Blodgett, and afterwards died, intestate, leaving issue of said marriage with said Robbins; Minerva Robbins, who intermarried with one Jacob and David Robbins, her only known heirs, and whose residence are unknown.

Grove Reed, a son of said Daniel Reed, deceased. Said Grove Reed on or about the day of A.D. 18 [unclear] intestate, leaving widow, Lucy E. Reed, and Alma Reed intermarried with one Baldus; John W. Reed, Hattie W. Reed and Minerva Reed, who intermarried with one Boynton, as his only children and heirs and who reside at Seattle, in the State of Washington.

Norman Reed, a son of said Daniel Reed deceased, said Norman Reed sold and conveyed his interest in said premises to the plaintiff herein, Joseph D. Boardman, on the day of June 1892, (about) in [unclear] and Lucinda Reed, a daughter of said Daniel Reed, deceased, intermarried with Wm Campbell.

Said Lucinda Campbell sold and conveyed all her right and title in and to said premises to Norman Campbell, who resides at Central Collins, Franklin County Ohio, on the day of [unclear] day of A.D. 18 [unclear]

Susan Reed, a daughter of said Daniel Reed, deceased, who intermarried with one Lemuel Munson; said Susan Munson, afterwards died intestate, leaving issue of said marriage; Alma Mason, who afterwards intermarried with one Graves, they live in Aciley, County of Hardin, in the state of Iowa.

The following named persons have the following undivided estate in the premises in the petition herein described, to wit:

James Lord, one undivided 1/8 in fee.

Sarah Cook, Henry Cook, Catharine Cook and Henrietta Swan Collins, each one undivided 1/32 part in fee.

Joseph D. Boardman, one undivided 1/4 part in fee.

The known and unknown heirs of Eliza Robbins Blodgett one undivided one eighth (1/8) part of said premises in fee.

Alma Baldus, John W. Reed, Hattie W. Reed and Minerva Boynton, each one undivided 1/32 part of said premises subject to the dower of their mother, Lucy E. Reed.

Norman Campbell one undivided 1/8 part in fee.

Alma Graves, one undivided 1/8 part in fee.

The plaintiff prays that the said James Lord, Sarah Cook; Henry Cook; Catharine Cook; Henrietta Swan Collins; the known and unknown heirs of Eliza Robbins Blodgett; Alma Baldus; John W. Reed; Hattie W. Reed; Minerva Boynton; Lucy E. Reed; Norman Campbell and Alma Graves be made parties defendant to this petition.

The plaintiff desiring to hold his interest in generally, prays partition may be made of said premises that the dower of said Lucy E. Reed as widow of Grove Reed may also be assigned,

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Affidavit for Summary Publication 7004

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Receipt 7004

Joseph D. James L

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Waiver

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or if partition can not be made, without manifest injury, that that said premises may be sold or other order taken pursuant to Statute.

Donaldus Piper
Attorney for Plaintiff.

State of Ohio, Franklin County, ss:

Joseph D. Boardman, being duly sworn, says that the facts stated and allegations in his foregoing Pleading are as he verily believes true.

Sworn to before me, by Joseph D. Boardman, and by him subscribed in my presence this 21st day of November A.D. 1896.
Notary Fee 40¢
Paid by J. D. Boardman.

Joseph D. Boardman.
W. F. Linsmold
Notary Public
Franklin County, Ohio.

Affidavit
for service by
Publication.
7004

On the same date as above the following Affidavit for service by publication was filed by the Clerk of this Court, to wit:
Joseph D. Boardman
vs
Daniel Lord and others
Court of Common Pleas
Union County, Ohio.

Joseph D. Boardman, plaintiff herein, being first duly sworn, says, that service of summons cannot be made in this State, on the defendants Daniel Lord, Sarah Cook, Henry Cook, Catherine Cook, Alma Grams, Lucy S. Reed, Mrs. Alma Caldwell, John W. Reed, Hassie W. Reed and Minerva Bynum; and that the names except Minerva Bynum and Sarah Robbins and residence of the heirs of Eliza Robbins Blodgett are unknown to the plaintiff and the cause is one of those mentioned in section five thousand and forty eight (5048) Revised Statutes of Ohio.

Sworn to before me by Joseph D. Boardman, and by him subscribed, in my presence, this 21st day of November A.D. 1896.

W. F. Linsmold
Notary Public
Franklin County, Ohio.

Receipt
7004

Joseph D. Boardman
vs
James Lord et al
Court of Common Pleas,
Union County, Ohio.

To Clerk:

Issue summons for Norman Campbell and Henrietta Swan Collins returnable on or before December 30, 1896.
Endorse - Petition for Partition

L. Piper
Atty. for Plf.

Waiver

We the undersigned hereby waive the service of process in the within entitled case and voluntarily enter our appearance herein, and acknowledge service of summons.

Norman Campbell.
Henrietta S. Collins.

Afterward on the 4th day of December the following Legal Notice was published in the Mansfield Tribune to wit:

Affidavit
& Return

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with December 4th 1896.

W. O. D'Heaur.

Legal
Notice.

7004

Sworn to and subscribed before me this 28th day of January 1896.
J. M. Gosnell Clerk

Crinios Fees, \$235.
Joseph D. Boardman

Court of Common Pleas,
Union County, Ohio.

vs
James Lord et al

James Lord residing at Battle Creek Calhoun County, in the State of Michigan, Sarah Cook and her husband (name unknown), Henry Cook, — Cook, his wife Catherine Cook, and — —, her husband (name unknown) all of whose places of residence are unknown, the unknown heirs of Eliza Robbins Blodgett and Minerva Robbins Jaetz, — Jaetz her husband and David Robbins and — — Robbins his wife, all of whose residence are unknown.

Also Lucy S. Reed widow of Grove Reed, Alma Reed Baldus — — Baldus her husband, Fessie M. Reed, Minerva Reed Boynton and — — Boynton her husband, John W. Reed whose residence is Seattle in the State of Washington, Alma Vinson, intermarried with one — — Vinson, residing at Ackley, County of Hardin, in the State of Iowa, will take notice that Joseph D. Boardman died on the 29th day of November A.D. 1895; file his petition in the Common Pleas Court of Union County, Ohio, in case No 7004, against the above named parties and others praying for partition of the following described premises situate in the County of Union in the State of Ohio, and bounded and described as follows to wit:

Beginning at a Lyne, Elm and Beech North to the corner to Benjamin Biggo Survey No. 4075; thence with the west-line thereof South 10^o E. 127 poles to a beech and maple; thence N. 80^o E. 77 poles to an Elm and Hickory, thence N. 10^o W. 127 poles to a Buckeye, Lyne, and Hickory in the North line of said Survey; thence with said line S. 80^o W. 77 poles to the beginning containing 61 acres of land be the same more or less and being part Biggo Survey No. 4075, excepting therefrom one acre and eight-poles conveyed by said David Reed to Norman Reed and about one acre appropriated by the L. & C. Railroad Co. for their road bed.

Said parties are required to answer on or before the 18th day of January A.D. 1896, or decree for partition will be taken in the case.

Dec. 4, 1895.
Joseph D. Boardman
By his Attorney L. Pipser.

Afterward on the 16th day of January A.D. 1896, the following Entry was filed and recorded in the Clerk's office to wit:

Entry
7004

J. D. Boardman
James vs
James Lord et al

Court of Common Pleas,
Union County, Ohio.

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petition and the evidence the Court find that all the defendants have had due legal notice and demand of said petition, and that they are in default for answer thereto.

Whereupon the Court further find that the plaintiff and the defendants herein named are tenants in common in the estate described in the petition; that the said Joseph D. Boardman plaintiff herein has a legal right to the one fourth of said estate; the defendant James Lord one eighth of said estate; the defendant Sarah Cook, Henry Cook, Catherine Cook and Henrietta Swan Collins as the children of Davilla Reed Cook Swan have legal right to one thirty second part of said estate each; that the known and unknown heirs of Eliza Robbins Bloodgett have a legal right to one eighth part of said premises; that the said Alma Baldus, John W. Reed, Harry W. Reed, and Minerva Boynton have legal right to one thirty second part of said real estate each; subject to the dower right of Lucy C. Reed widow of Grose Reed deceased; that the said Norman Campbell has legal right to one eighth of said estate; that the said Alma Grant has legal right to one eighth of said estate; and that the plaintiff is entitled to have partition made of said premises as prayed in his petition.

It is therefore ordered adjudged and decreed that partition of said estate be made and that John W. Horney, William Staley and Emanuel Jarvis three judicious and disinterested free holders of this vicinity be and they are hereby appointed Commissioners to make said partition of said estate.

And it is ordered that if said estate is entire and cannot be divided by metes and bounds, that the same be so returned by said Commissioners.

It is further by the Court ordered that a writ issue to the Sheriff of Union County, Commanding him that by the oaths of the Commissioners above named he cause to be set off to plaintiff and said defendants, Co-tenants their proportion of said estate severally.

And of his proceedings herein the said Sheriff is ordered to make due return.

L. Piper
Attorney for Plaintiff.

Afterwards on the 21st day of January A.D. 1896, the following answer was filed in the Clerks office to wit:

Answer.
7004

Joseph D. Boardman | Court of Common Pleas
vs | Union County, Ohio.
James Lord et al

Comes now the defendants Lucy C. Reed, John W. Reed, Harry W. Reed, Minerva Boynton, by their Attorney Edward B. Palmer Esq., and Alma Baldus, by Frank E. Dimmus Esq., her Attorney, and enters their appearance in the above entitled action; and for an answer to the petition of the plaintiff on file herein, alleges;

1st. That they admit that on or about the --- day of --- A.D. 1862, said Daniel Reed of said Union County, Ohio, died seized of an estate in fee simple, situated in the County of Union, State of Ohio, as described on pages one and two of the plaintiffs petition.

2nd. That they admit that the said Daniel Reed in his life time duly made his last will and testament, which after his decease and on or about the 8th day of June 1852, was admitted to probate by the Probate Court of Union County, Ohio, and that the terms of said will were as set forth on pages two and three of plaintiffs petition.

3rd. That they admit that the said Edward Reed died on or about the --- day of October, A.D. 1890; and that the property described in plaintiffs petition by the terms of the will of the said Daniel Reed passed over from the donor said Alma Reed, widow of said Daniel Reed to all the heirs of said Daniel Reed deceased, and passed to the persons, heirs of said Daniel Reed deceased as set forth in paragraphs 1, 2, 3, 4, 5, 6, 7 and 8, as set out on pages 3, 4 and 5, of plaintiffs petition; and that the proportionate shares of each of said heirs are as set forth on page 5 of plaintiffs petition.

4th. That the defendants Lucy E. Reed, John W. Reed, Harry M. Reed and Minerva Boynton and Alma Baldus together are entitled to one eighth interest to said estate.

5th. - That the petition as prayed for by said plaintiff cannot be had without manifest injury to the rights of these defendants and the estate.

Wherefore these defendants and each of them pray that the said premises, with all tenements, hereditaments and appurtenances be sold according to law and the practices of this Court; and that out of the proceeds of said sale there be paid to these defendants the sum equal to one eighth, less their proportionate share of the expenses of this action; and for such other, further and different relief as to this Court may seem just and equitable in the premises

E. B. Palmer

Atty. for defendants Lucy E. Reed

John W. Reed, Harry M. Reed and Minerva Boynton.

Frank E. Sims

Attorney for Alma Baldus.

State of Washington }
County of King } ss:

John W. Reed being first duly sworn upon oath deposes and says; that he is one of the defendants named in the petition of the plaintiff in the above entitled action, that he has heard the foregoing answer read, knows the contents thereof and believes the same to be true; that he makes this affidavit on his own behalf and on behalf of Harry M. Reed, Lucy E. Reed, Minerva Boynton and Alma Baldus.

x John W. Reed

Subscribed and sworn to before me, this 13th day of January 1896.
E. B. Palmer

Notary Public in and for the State of Washington, residing at Seattle, Washington.

On the 21st day of January A.D. 1896, the following writ of Partition was issued by the Clerk of this Court to-wit:
The State of Ohio }
Union County, ss: } To the Sheriff of said County.

Pursuant to an order of our Court of Common Pleas within and for the said County, at the January Term A.D. 1896,

Writ of Partition

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in a civil action therein, pending (for partition) wherein Joseph D. Boardman the plaintiff, and James Lord et al the defendants, you are hereby commanded, that by the oaths of John W. Horner, William Stales and Amos J. Jarvis three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union and in the State of Ohio: bounded and described as follows to wit:

Beginning at a Lynn and Beech, N.W. corner to Benjamin Biggs survey No 4075, thence with the west line thereof, S. 10° E. 127 poles to a Beech and Maple, thence N. 80° E. 77 poles to an Elm and Hickory, thence N. 10° W. 127 poles to a Buckeye Lynn and Hickory in the North line of said survey; thence with said line S. 80° W. 77 poles to the beginning containing 61 acres of land be the same more or less; and being part of Biggs Survey No. 4075. Excepting therefrom, the tract conveyed by Daniel Reed to Norman Reed, Dated June 8, 1849, Union County, Ohio. Deed Record Vol. 12 page 355:

Situate in the County of Union, in the State of Ohio, V. M. District Survey No 4075, and bounded and described as follows:

Beginning at a Lynn, Elm and Beech, N.W. corner to Benjamin Biggs Survey No 4075 of which this is a part: thence with the west line thereof S. 10° E. 28 poles, thence E. 6 poles; thence N. 28 poles; thence W. 6 poles to the place of beginning, containing one acre and eight poles.

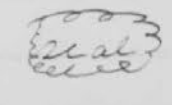
And also excepting therefrom that portion of said premises occupied by the road bed of the Toledo & Ohio Central Rail Road Company, of about one acre. Among the persons named herein, and in the following proportions, to wit:

- To Joseph D. Boardman one fourth (1/4) part.
- To James Lord one eighth (1/8) part.
- To Sarah Cook, Henry Cook, Catherine Cook and Ametta Swan Collins as the children of Sarah Reed Cook Swan, one thirty second (1/32) part each.
- To known and unknown heirs of Eliza Robbins Blodgett one eighth (1/8) part.
- To Alma Baldus, John H. Reed, Hassie M. Reed and Minerva Boynton have, subject to dower right of Lucy C. Reed, widow of Groe Reed deceased one thirty second (1/32) part each.
- To Norman Campbell one eighth (1/8) part.
- To Alma Graves one eighth (1/8) part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas, at the Court House in Mansville this 21st day of

January A. D. 1896.
J. H. Roswell Clerk
By Geo. A. Roswell Deputy.



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Sheriff's Return.
 As commanded by the foregoing Writ of partition, I have executed the same by the oaths of Emanuel Jarvis, William Staley, and John W. Hornby, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.
 Given under my hand this 29th day of January A.D. 1896.
 Wm. S. Woodgrass Sheriff.

Order of Sale in Partition.
 of Sale in The State Union
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Commissioners Report.

According to the command of the writ of partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned, Commissioners, after being duly sworn, and upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at \$25⁰⁰ per acre.
 Given under our hands this 28th day of January A.D. 1896.

Emanuel Jarvis }
 William Staley } Commissioners.
 John W. Hornby }

Entry 7004

Afterward on the 29th day of January A.D. 1896, the following Entry was filed in the Clerk's Office to wit:
 Joseph Boardman vs James Lord et al
 Court of Common Pleas, Union County, Ohio.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm same.

And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that the Commissioners have made and returned their appraisalment of said estate at twenty five dollars per acre; the Court find the said return and proceedings in all respects correct and in conformity to law and do approve and confirm the same.

And thereupon neither of the parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public sale, at the door of the Court House in said County upon the following terms, to wit:

One-third Cash in hand on day of sale;
 One-third in one year, and balance in two years from day of sale, deferred payments to be secured by mortgage on the premises, and bear interest at six per cent. per annum from day of sale.

And it is further by the Court ordered that an order issue therefor to the Sheriff of said Union County, and the Sheriff is ordered to return his proceedings to this Court without unnecessary delay, and Cause continued.

L. Piper
 Attorney for Plaintiff.

Sheriff's Return.	Sheriff's Fees
	Service
	Mileage
	Copy to Plaintiff
	Poundage
Return	
Dues	
Total	

Order of Sale in Partition.

Afterwards on the 19th day of February A.D. 1896, the following Order of Sale in Partition was issued by the Clerk of this Court to-wit:
 The State of Ohio,
 Union County, ss. } To the Sheriff of said County, Greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the January Term, A.D. 1896, in a certain petition for Partition, now pending in said Court, wherein Joseph D. Boardman was plaintiff, and James Lord et al was defendants, we command you that, without delay, you proceed to sell at public Auction, the lands and tenements in said petition described, to-wit:

Situate in the County of Union, in the State of Ohio, and bounded and described as follows to-wit:

Beginning at a Lynn, Elm and Beech N. W. Corner to Benjamin Biggs Survey No 4075; Thence with the west line thereof S. 10^o E. 127 poles to a beech and maple; Thence N. 80^o E. 77 poles to an Elm and Hickory; Thence N. 10^o W. 127 poles to a Buckeye Lynn and Hickory in the North line of said Survey; Thence with said line S. 80^o W. 77 poles to the beginning containing 61 acres of land, be the same more or less; and being part of Biggs Survey No 4075; excepting therefrom the tract conveyed by Daniel Reed to Norman Reed, dated June 8th 1849, Union County, Ohio, Deed Record Volume 12 Page 355; Situate in the County of Union, in the State of Ohio, Virginia Military Survey No 4075; and bounded and described as follows:

Beginning Lynn, Elm and Beech N. W. corner to Benjamin Biggs Survey No 4075, of which this is a part; Thence with the west line thereof S. 10^o E. 28 poles; Thence east 6 poles; Thence N. 28 poles; Thence W. 6 poles to the place of beginning containing one acre and eight poles.

And also excepting therefrom, that portion of said premises occupied by the road bed of the Toledo and Ohio Central Railroad Company of about one acre.

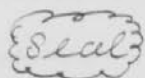
Said premises to be sold on the following terms to-wit:

One-third cash in hand on day of sale.

One-third in one year, and balance in two years from day of sale; deferred payments to be secured by mortgage on the premises and bear interest at six per cent per annum from day of sale.

Appraised at \$25⁰⁰ per acre; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you there and there this writ.

Witness my hand and the seal of the said Court at Marysville, this 19th day of February A.D. 1896.
 N. Farnell Clerk.



Sheriff's Return.

Sheriff's Fees	\$	cts
Service		25
Mileage	1	00
Copy to Prison		25
Poundage	9	15
Return		25
Dues	2	00
Total	12	90

The State of Ohio, Union County, ss:
 I received this order of Sale on the 19th day of February A.D. 1896, and in obedience to the command of the same, I did, on the 26th day of February A.D. 1896, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale at the door

of the Court House of said County, on the 28th day of March 1896, at one O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 28th day of March A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and there and then came H. K. Merchant who bid for the same the sum of \$1215.40, and said sum being over two-thirds of the appraised value thereof and said H. K. Merchant being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of \$1215.40.

Wm. J. Snodgrass Sheriff

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with February 26th 1896.

U. D. Shearer.

Sworn to and subscribed before me, this 31st day of March A.D. 1896.

Printed fees \$20.00.

J. H. Samuel Clerk

Joseph D. Boardman

Court of Common Pleas,

Union County, Ohio.

vs
James Lord et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansfield, Ohio, on Saturday, March 28th 1896, at or about the hour of one O'clock P. M. on said day the following described real estate, to-wit:

Situated in the County of Union, in the State of Ohio, and bounded and described as follows to-wit:

Beginning at a lynn, Elm and Beech N. W. corner to Benjamin Biggs survey No. 4075; thence with the west line thereof S. 10^o E. 127 poles to a beech and Maple; thence N. 85^o E. 77 poles to an Elm and Hickory; thence N. 10^o E. 127 poles to a Buckeye, Lynn and Hickory in the north line of said survey; thence with said line S. 80^o W. 77 poles to the beginning, containing 6 1/2 acres of land be the same more or less; and being a part of Biggs survey No. 4075; excepting therefrom the tract conveyed by Daniel Reed to Norman Reed, dated June 8th 1849, Union County, Ohio, deed record Volume 12 page 355.

Also a parcel in the County of Union, in the State of Ohio, Virginia Military District Survey No. 4075 and bounded and described as follows:

Beginning at a lynn, Elm and Beech Northwest west corner to Benjamin Biggs survey No. 4075 of which this is a part: thence with the west line thereof S. 10^o E. 25 poles; thence E. 6 poles; thence N. 25 poles; thence west 6 poles to the place of beginning, containing one acre and eight poles.

And also excepting therefrom that portion of said premises occupied by the road bed of the Toledo and Ohio Central Railroad Company

Affidavit
of Printer.

Sheriff's
Sale.
7004

Certificate
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of about one acre.

Appraised at - (\$ 25⁰⁰) Twenty-five dollars.

Terms of Sale = One-third cash in hand, one-third in one year and one-third in two years; deferred payments to be secured by mortgage on the premises.

February 26, 1896.

Wm. J. Smokey
Sheriff, Union County, Ohio.

Certificate
in
Partition.

Afterward on the 28th day of March A.D. 1896, the following Certificate in partition was filed by the Clerk of this Court to-wit:

State of Ohio, }
Probate Court Union County. } In the matter of the estate of
Daniel Reed Deceased.

I, James W. Campbell, Sole Judge and Ex-officio Clerk of the Probate Court, within and for said County aforesaid, do hereby certify that I have ascertained from a statement of Joseph D. Boardman Administrator of the estate of Daniel Reed, deceased, that the sum of \$764.77 in addition to the available assets, will be necessary to pay the indebtedness and expense of administering said estate.

In witness whereof, I have hereunto set my hand and affixed the seal of said Probate Court, at Marysville Ohio, this 28th day of March 1896.

James W. Campbell
Judge and Ex-officio Clerk.

Entry
7004

Afterward on the 7th day of April A.D. 1896, the following Entry was filed by the Clerk of this said Court to-wit:

Joseph D. Boardman | Court of Common Pleas
vs | Union County, Ohio.
James Lord et al

On motion of plaintiff and upon producing the return of the Sheriff of his proceedings and sale under former order of the Court, and the Court being satisfied on examination that the same have in all respects been had according to law: the said proceedings and sale are hereby approved and confirmed.

And said Sheriff is ordered by deed duly executed to convey said premises to the purchaser William W. Merchant.

It is further by the Court ordered that out of the proceeds of said sale the Sheriff pay:

First = To the Treasurer of Union County, \$52.29 being the taxes and penalty due on said premises.

Second = To the Clerk of this Court the costs of this action, including a Counsel fee of \$46.46 to L. Piper, taxed to \$126.62.

Third = To Joseph D. Boardman as Administrator De Bonis Non with the Will annexed of the estate of Daniel Reed Deceased, on Certificate in Partition from the Probate Court of the said County of Union, for payment of money advanced for payment of taxes on said premises in the Administration of said estate of said Daniel Reed, and other incidental expenses attendant upon said Administration in the sum of \$764.77

Fourth = Ad of the residue of the proceeds of said sale:

To the plaintiff Joseph D. Boardman the one fourth (1/4) part of the residue of the proceeds, to wit, the sum of \$

To the said defendant James Lord one eighth of the residue of said proceeds to wit, the sum of \$

To Sarah Cook, Henry Cook, Catherine Cook --- and Henrietta Swan Collins, each one thirty second part of the said residue of said proceeds to wit, the sum of \$ each.

To the unknown heirs of Eliza Robbins Bloodgett the one eighth part of the residue of the proceeds of said sale to wit, the sum of \$

To Alma Baldus, John W. Reed, Hassie M. Reed, and Minerva Boynton, each the one thirty second part of the residue of the proceeds of said sale being the sum of \$ subject to the Dower interest of Lucy C. Reed widow of George Reed deceased.

To Norman Reed Campbell as assignee of the interest of Lucinda Reed Campbell the one eighth part of the residue of the proceeds of said sale, to wit, the sum of \$

To Alma Graves only heir of Susan Reed Monson the one eighth part of the residue of the proceeds of said sale to wit, the sum of \$

L. Piper
Attorney for Plaintiff.

Attest.
J. M. Gosnell
Clerk.



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Petition
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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Rice, Judge of said Court of the Term of January to wit: on the 13th day of January in the year of Our Lord, One thousand Eight Hundred and Ninety Six.

Petition
6982

Be it remembered that heretofore to wit, on the 26th day of October A.D. 1895; John W. Crawford Esq. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Albert Hamilton et al to wit:
John W. Crawford, as Executor of
Chauncey C. Hill, deceased.

Court of Common Pleas,
Union County, Ohio.

vs
Albert Hamilton, Luella Hamilton,
Maggie A. Hill, Morris W. Hill,
and Leonard Debolt.

On the 8th day of April, 1895; Chauncey C. Hill died, leaving a Will whereby he appointed plaintiff sole executor thereof, which will was on the 16th day of April, 1895; duly admitted to probate in the probate Court of Union County, Ohio; and letters testamentary were on the 16th day of April, 1895; by said Court duly issued thereon to plaintiff, who thereupon duly qualified and entered upon the duties of such office.

The defendant Albert Hamilton is indebted to plaintiff in the sum of One hundred and fifty dollars (\$150.00) with eight per cent. per annum interest thereon from the 5th day of September, 1893, which plaintiff claims on a promissory note, of which the following is a copy, with all the credits and indorsements thereon.

\$150.00
Richwood, Ohio Sept. 5th, 1892
One year after date, I promise to pay to the order of Chauncey C. Hill, One Hundred and Fifty Dollars, at Bank of Richwood, Value received, with interest at 8 per cent. from date until paid.
(Signed) Al. Hamilton.

The back of said note bears the following indorsement:
"Sept. 20, 1893, By cash (interest for one year) \$12.00."
At the time of executing and delivering said note, and to secure the payment of the same, the defendant Albert Hamilton and Luella Hamilton, his wife, duly executed and delivered to the said Chauncey C. Hill their Mortgage deed, conveying the following described premises, to-wit:
"The following described real estate, situate in the Village of Richwood, in the County of Union and State of Ohio; being lot No 615 in said village. For further reference see recorded plat of said village. Being of the Old School lot subdivision."

Said Mortgage was conditioned that if said Albert Hamilton should well and truly pay or cause to be paid said above described note and interest promptly when due then said mortgage should become void; which condition said Albert Hamilton has wholly failed to perform.

On the 9th day of January, 1893, at 11:05 O'clock A.M. said Mortgage was duly left for record at the recorder's office of Union County, Ohio, and was on the 30th day of January, 1893, duly recorded in Volume 81 at page 591 of Union County Records of Mortgages.

The defendant Maggie A. Hill, Morris W. Hill and Leonard Debolt, each claim some title to or interest in said premises;

but plaintiff avers that they are privies to said Albert Hamilton, and that each and all of their claims have accrued since said mortgage was executed and delivered and are subject thereto.

Plaintiff therefore asks judgment against said Albert Hamilton in said sum of one hundred and fifty dollars (\$150.00) with eight per cent. per annum interest thereon from the 5th day of September 1893, and that said premises may be sold, and the proceeds applied to the payment of said judgment, and for all further proper and equitable relief.

J. F. Millar
Atty. for Plf.

State of Ohio, Union County, ss:

J. F. Millar, being first duly sworn, says that he is attorney for the plaintiff in the above entitled action, that said action is founded upon a written instrument for the payment of money, that said instrument is in his possession, and that the facts stated and allegations made in the foregoing pleading are, as he verily believes, true.

J. F. Millar.

Subscribed and sworn to before me this 25th day of October, 1895.

Seal

James W. Campbell
Probate Judge.

To the Clerk of Courts:

Receipt.

Issue summons directed to the Sheriff of Union County, Ohio, for each and all the defendants in the above entitled action, returnable according to law.

J. F. Millar
Atty. for Plf.

Summons.

The State of Ohio, }
Union County, } To the Sheriff of Union County:

You are hereby commanded to notify Albert Hamilton, Lulla Hamilton, Maggie A. Hill, Morris W. Hill and Leonard Debolt, that they have been sued by John W. Crofford as Executor of Chauncey B. Hill deceased, in the Court of Common Pleas of Union County, and must answer by the 23rd day of November A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 4th day of November A.D. 1895.

Witness my hand and the seal of said Court, this 26th day of October A.D. 1895.

Seal

J. W. Insull Clerk.
By Geo. A. Gosnell Deputy.

Sheriff's Return.

The State of Ohio }
Union County, }

Sheriff's Fees.	\$	8	cts
Service & return	1	10	
Mileage	2	64	
Copy			75
Total	4	49	

Received this writ October 26th, 1895, at 10 o'clock A.M. and served same by delivering a true copy of this writ with the in documents thereon to Maggie A. Hill, Morris W. Hill and Leonard Debolt personally, and to Albert Hamilton and Lulla Hamilton by leaving a copy at their usual place of residence on the 26th day of October 1895.

Wm. S. Snodgrass, Sheriff.

Entry
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Afterwards on the 2nd day of December A.D. 1895; the following
Entry was filed by the Clerk of this said Court, to wit:
John W. Crawford, Esq. | Court of Common Pleas
vs | Union County, Ohio.
Albert Hamilton et al

Now comes the plaintiff herein by his attorney,
and the defendants each and all being in default for answer and
demurrer, the Court find that they were each properly served with
Summons, and by reason of said default they confess the facts stated
and allegations made in the petition to be true, and that there is due the
plaintiff from the defendant Albert Hamilton, as principal and interest
on the note set forth in the petition herein, the sum of One Hundred and
Seventy-six Dollars and Ninety cents (\$176.90) with eight per cent. interest
thereon from this 2nd day of December, 1895, until paid, which amount
and interest it is considered and adjudged that plaintiff recover
from said defendant, Albert Hamilton.

The Court further find that in order to secure the payment of
said note and interest, the defendant Albert Hamilton and Luella Hamilton
his wife, executed and delivered to said Chaney E. Hill, deceased,
their certain mortgage deed as in the petition described, and on the prem-
ises therein described; that said mortgage was duly recorded in Book
No. 31, at page 591, of Union County Records of Mortgages, and is the
first and best lien on the premises described in the petition.

It is therefore considered, adjudged and decreed that unless the
defendant Albert Hamilton, shall within five days from this 2nd day
of December, 1895, pay, or cause to be paid, to the Clerk of this Court the
costs of this action, and to the plaintiff herein the sum above found due
him, with interest as aforesaid, the defendants equity of redemption
be foreclosed, and said premises shall be sold, and an order of sale
shall issue therefor to the Sheriff of Union County, directing him to
sell said premises as upon execution, and to bring the proceeds into
Court for further order.

Afterwards on the 10th day of December A.D. 1895, the following
Order of Sale was issued by the Clerk of this Court to wit:

The State of Ohio, Union County, ss:
To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House
in Mansfield, in said County of Union, on the 2nd day of December
1895; John W. Crawford obtained a judgment and decree against
Albert Hamilton and Luella Hamilton his wife for the sum of One
Hundred and Seventy-six & 9/100 Dollars and Thirteen & 8/100 Dollars, costs
& quit:

And whereas it was true and there, by said Court ordered, adju-
dged and decreed, that the said Albert Hamilton within five days from
the 2nd day of December A.D. 1895, pay unto the said John W. Crawford
the said sum of One Hundred and Seventy-six & 9/100 Dollars, with
interest at 8 per cent from the 2nd day of December, 1894, and costs
aforesaid; and, on default to pay the same, that an order of sale
issue to the Sheriff of said County, commanding him to proceed,

according to the Statute regulating Judgments and Executions at law, to all the real estate described in the plaintiffs petition &c.

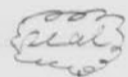
And Whereas, the five days aforesaid have fully expired, and the said sum of One Hundred and Seventy six & 90/100 Dollars and Costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to wit:

Situate in the village of Richmond, in the County of Union, and State of Ohio, being lot No. 615 in said Village, being the old School Lot Sub-division.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein: and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my Signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 10th day of December A.D. 1895.
J. N. Brownell Clerk.



Sheriff's Return.

The State of Ohio, Union County, ss:

Sheriff's Fees	\$	Cts.
Service	50	
Levy	50	
Sum. Appraisers	1	20
Swearing		25
Writing Appraisal		25
Copy of "		25
Notice to Printer		25
Affidavit of "		25
Writing Notice		25
Mileage	2	80
Poundage	5	25
Return		25
Total	12	00
Appraisers Fees	8	00

In obedience to the command of the Order of Sale hereto annexed, I did, on the 10th day of December, 1895, summons Wiah Cahill, George Smith and J. L. Jolliff, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 11th day of January, A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$375⁰⁰.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 11th day of December, 1895, I caused to be advertised in The Richmond Gazette (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 11th day of January A.D. 1896, at one o'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale to wit: 5 consecutive weeks; and in pursuance to said notice, I did, on said 11th day of January A.D. 1896, at the time and place above mentioned, proceed to offer said lands and

Affidavit of Publication.

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Sheriff's Sale. 6982

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Entry 6982

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tenements at public sale, and then and there came Hesia M. Kelyete who bid for the same the sum of \$350.00, and said sum being over two-thirds of the appraised value thereof, and said Hesia M. Kelyete being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$350.00.
Wm. S. Smodgrass Sheriff.

And said sum being over two-thirds of the appraised value thereof, and said Hesia M. Kelyete being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to her for said sum of \$350.00.
Wm. S. Smodgrass Sheriff.

Affidavit of Publication.

The State of Ohio, Union County, ss:

I, Geo. W. Gordon, publisher, being duly sworn, say that the notice hereto attached was published in the Richmond Gazette on the 12th day of December 1895, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.
Geo. W. Gordon.

Sworn to and subscribed before me, this 11th day of January, 1896.

J. F. Mellar
Notary Public

Sheriff's Sale. 6982

Printer's Fees \$9.00
John W. Crawford Exr. vs
Albert Hamilton et al

Court of Common Pleas,
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday January 11th 1896, at or about the hour of one O'clock, P.M. on said day, the following described real estate to-wit: Situated in the village of Richmond, County of Union, and State of Ohio, and described as follows:

Being lot No. 615, in said village, being the old school lot-sub-division.
Appraised at \$375.00.
Terms of Sale, Cash.

Wm. S. Smodgrass
Sheriff Union County, Ohio.

J. F. Mellar, Atty.

Entry 6982

Afterward on the 13th day of January A.D. 1896, the following Entry was filed in the Clerk's office to-wit:

John W. Crawford Exr. vs
Albert Hamilton et al

Court of Common Pleas,
Union County, Ohio.

On motion of the plaintiff this 13th day of January, 1896, and on his producing the return of the Sheriff of the sale made under the former order of this Court, on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings be, and they hereby are, approved and confirmed.

And it is further ordered that said Sheriff convey to the purchaser, Hesia M. Kelyete, by deed in fee simple, the lands and tenements so sold;

and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale, amounting to \$350.00, it is ordered that the Sheriff, out of the money in his hands, pay:

First: The Costs of this action, taxed at \$39.21.

Second: The taxes on said premises, amounting to \$1.00.

Thirdly: To the plaintiff the amount heretofore found due him, with interest, to wit, the sum of \$178.50.

It is further ordered that said Sheriff hold the remainder of said proceeds in his hands to await and to be distributed according to the further order of this Court.

Afterward on the 9th day of February ^{March} A.D. 1896, the following Motion was filed in the Clerk's office to-wit:

Motion. 6982

John B. Crawford Exr. vs Court of Common Pleas Union County, Ohio.

Albert Hamilton et al

Now comes Maggie A. Hill one of the defendants and moves that the Court order the Sheriff of Union County, to turn over the proceeds of the sale had in the premises described in the petition after having paid the taxes of \$1.00, Costs of this action of \$39.21, and the Mortgage lien of \$178.50, as the said defendant Maggie A. Hill had the legal title - the said surplus amounting to \$130.69.

H. V. Spicer, Atty. for Maggie A. Hill.

Approved.

John A. Price, Judge.

On the 9th day of March A.D. 1896, the following Entry was filed in the Clerk's office to-wit:

Entry 6982

John B. Crawford Exr. vs Court of Common Pleas Union County, Ohio.

Albert Hamilton et al

On motion of one of the defendants Maggie A. Hill, it was ordered and decreed by the said Court that the proceeds of the sale had in the premises described in the petition, after having paid the taxes of \$1.00, and costs of this action which are \$39.21, and the Mortgage lien of \$178.50, the surplus of \$130.69, be paid to the defendant Maggie A. Hill.

Attest.

J. N. Hosnell, Clerk

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Petition
6993

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Please continued and held at the Court House in Mansfield, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Hon. John A. Price Judge of said Court of the term of January to wit: On the 13th day of January in the year of our Lord One thousand Eight hundred and Ninety Six.

Be it remembered that heretofore to wit, on the 9th day of November, A.D. 1895, Lillie C Yeats filed in the Clerks office of the said Court of Common Pleas the following Petition against Lafayette Whetsel to wit:

Petition
6993

Lillie Yeats
vs
Lafayette Whetsel,
Nancy Whetsel
Morgan Savage

Court of Common Pleas
Union County, Ohio.

First cause of action:

The defendant Lafayette Whetsel and Nancy Whetsel are indebted to plaintiff in the sum of Eighteen Hundred and Eight & 17/100 Dollars which she claims with interest thereon at the rate of seven per cent per annum payable annually from the 5th day of May, 1892, on a promissory note of which the following is a copy, with all credits and indorsements,

\$9700⁰⁰

Delaware, Ohio, May 5th, 1892.

Three years after date for value received we promise to pay to the order of Lillie C. Yeats, Seventeen Hundred Dollars, at Delaware, Ohio, with interest at seven per cent per annum payable annually, all over due and unpaid interest to bear interest at seven per cent per annum, secured by mortgage on real estate in Union County, Ohio.

Lafayette Whetsel
Nancy Whetsel.

The only credits and indorsements thereon as follows:

- May 2, 1893, Received \$100 interest on within note, October 19, 1893, Received \$19⁰⁰ interest balance of interest on note for one year.
- "September 8" 1894, Received \$40 interest on within note!"
- "Jan. 8, 1895, Received \$30 interest on within note."
- July 24, 1895, Received on interest on this note \$66⁶⁵.

Second Cause of Action.

At the time of delivering said note and to secure the payment of the same the defendants Lafayette Whetsel and Nancy Whetsel his wife, duly executed and delivered to plaintiff their certain Mortgage deed, and thereby conveyed to plaintiff the following described real estate.

Situated in the County of Union, in the State of Ohio, and in the Township of Dover, part of Virginia Military Survey No. 5498, and bounded and described as follows:

Beginning 80 poles from the S.E. corner of said survey in the original East line of said survey; thence N. 40 poles to a stone; thence S. 92 25' E. 80 poles to a stone in the original South line of said survey; thence west with said line 40 poles to Timothy Thomas's South East corner in said line; thence N. 92 25' W. 17 1/2 poles to said Thomas's corner; thence N. 80 E. 80 poles to a stone in the original East line of said survey; thence S. 92

25th B. 100 poles to the place of beginning, containing sixty nine acres and sixty rods of land.

Said Mortgage was conditioned that if the said Lafayette Whitte and Nancy Whitte their heirs, assigns, Executors or Administrators should well and truly pay the aforesaid obligation according to the tenor thereof to said Lillie C. Yeato her heirs and assigns, together with all taxes, assessments and insurance premiums, then the above deed shall be void; otherwise the same shall remain in full force and virtue.

Said Mortgage was on the 5th day of May, 1892, at 8-25 O'clock P.M. duly left for record at the Recorder's office of Union County, Ohio, and was by him duly recorded in Vol. 31 page 358 of his Mortgage records and is good and valid, subsisting, and the first and best lien upon said premises, and the conditions thereof have been broken.

The defendant Morgan Savage has or claims to have some lien or claim upon said premises, but plaintiff alleges and avers that whatever the same may be it is subordinate to the Mortgage lien of plaintiff, she therefore asks that he may be compelled to set the same up or be forever barred from asserting the same.

Wherefore plaintiff asks judgment against the said Lafayette Whitte and Nancy Whitte in the said sum of Eighteen Hundred and Eighty & 17/100 Dollars, with interest from May, 5th, 1895, at 7% per annum payable annually; that said Mortgage may be foreclosed and said premises sold to pay such judgment; and for such other and further relief as is just and equitable.

J. A. Owens
Attorney for Plaintiff.

State of Ohio, Delaware County, ss:

Lillie C. Yeato plaintiff being duly sworn says that the facts stated in the foregoing petition and pleading are true as she truly believes.

Lillie C. Yeato.

Sworn to before me and in my presence signed by Lillie C. Yeato this 6th day of November, 1895.

Eugene S. Owen
Notary Public, in and for Delaware County, Ohio.

Notary fee 40 cts.

Paide by Lillie C. Yeato.

Clerk:

Issue Summons on the within named defendants, directed to the Sheriff of Union County, Ohio; Entitled 'An Action for Money, Amount claimed \$1808.17 with interest at 7 per cent per annum payable annually from March 5, 1895, for foreclosure of Mortgage and for such other and further relief as is just and equitable. and make the same returnable according to law. J. A. Owen. Atty. for Plf.

Afterward on the 9th day of November 1895, the following Summons was issued by the Clerk of said Court to-wit:

The State of Ohio,
Union County, } For the Sheriff of Union County:

Receipt.

Summons.

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You are hereby commanded to notify Lafayette Whittle, Nancy Whittle and Morgan Savage that they have been sued by Lillie Yeato in the Court of Common Pleas of Union County, and must answer by the 7th day of December A. D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 18th day of November A. D. 1895.

Witness my hand and the seal of said Court, this 9th day of November A. D. 1895.

J. M. Linnell, Clerk.

Sheriff's Return.

The State of Ohio, Union County.

Sheriff's Fees	\$	Cts
Service & Return	80	
Mileage	2	40
Copy		45
Total	82	85

Received this writ November 11th A. D. 1895; at 10 o'clock A. M. and served same by delivering a true copy of this writ with the moneys thereon to each of the within named defendants personally, on the 14th day of November A. D. 1895.

Wm. C. Snodgrass, Sheriff.

Entry 6993

Afterward on the 15th day of January A. D. 1896, the following entry was filed by the Clerk of said Court to-wit:

Lillie Yeato vs Lafayette Whittle et al
Court of Common Pleas Union County, Ohio.

This cause now coming on for hearing on the petition of plaintiff, the evidence and the exhibits.

The Court find that the defendants have each and every one been duly served with summons in this case, and that they are each and every one in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true; and that there is due plaintiff from the defendant Lafayette Whittle and Nancy Whittle on the promissory note set forth in the petition with interest to the first day of this term the sum of Eighteen Hundred and Ninety six & 48/100 Dollars.

The Court further find that in order to secure the payment of said note, the defendant Lafayette Whittle and Nancy Whittle his wife duly executed and delivered to plaintiff their certain mortgage deed as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book No. 31, page 305, of the records of mortgages of Union County, Ohio, and is a good and valid and the first and best lien upon the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the defendant the said defendants Lafayette Whittle and Nancy Whittle the said sum of Eighteen Hundred and Ninety six & 48/100 Dollars and his costs herein expended.

And it is further adjudged and decreed that unless the the defendants Lafayette Whittle and Nancy Whittle shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest at the rate of 7

per cent per annum from the 13th day of January A.D. 1896, the defendant's equity of redemption be foreclosed, and said premises sold; and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Leave is granted to defendant Morgan Savage to file Answer and Cross-Petition herein at any time before distribution
Owen for Plaintiff
Brodrick for Savage.

Afterward on the 4th day of February A.D. 1896, the following Entry was filed by the Clerk of this said Court to-wit:

Entry
6993

Lillie C Yeats
vs
Lafayette Whetsel et al
Court of Common Pleas,
Union County, Ohio.

On motion of plaintiff and it appearing to the satisfaction of the Court, that it will be for the best interest of all parties to this suit, that the premises described in plaintiff's petition and which were by this Court heretofore at this term ordered to be sold, be sold on the following terms, to-wit: One-third cash in hand on day of sale: One-third in one year, and one third in two years.

It is ordered by the Court that the aforesaid order be modified, and that an order of sale be issued to the Sheriff of Union County, Ohio, commanding him to proceed to appraise, advertise and sell said premises according to law upon the following terms to-wit:

One-third cash in hand on day of sale: One third in one year: From day of sale, and one-third in two years from day of sale: the deferred payments to be secured by first mortgage upon the premises sold, and to bear interest at the rate of seven per cent per annum payable annually: and that he make due return of his proceedings.

Owen for Plaintiff
Brodrick for Savage.

Order
of
Sale.

Afterward on the 6th day of February A.D. 1896, the following Order of Sale was issued by the Clerk of this said Court to-wit:

The State of Ohio, Union County, ss:
To the Sheriff of said County - Greeting:
Whereas, at a Court of Common Pleas, holden at the Court House in Craysville, in said County of Union, on the 16th day of January 1896, Lillie Yeats obtained a Judgment and Decree against Lafayette Whetsel et al for the sum of Eighteen Hundred and Ninety six & 43/100 Dollars, and Eleven & 50/100 Dollars, costs of suit:

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Lafayette Whetsel et al within 5 days from the 16th day of January A.D. 1896, pay unto the said Lillie C. Yeats the said sum of Eighteen Hundred and Ninety six & 43/100 Dollars, with 7% interest from the 13th day of January, 1896, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the

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statute regulating Judgments and Executions at law, to all the real estate described in the plainiffs petition, &c. And whereas the 5 days aforesaid have fully expired, and the said sum of Eighteen Hundred and Ninety Six and 43/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We therefore Command you, that you proceed without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to wit: And in the Township of Dover, part of Virginia Military Survey No. 5498, and bounded and described as follows:

Beginning 80 poles from the S. E. Corner of said Survey in the original east-line of said survey; thence N. 40 poles to a stone; thence S. 9° 25' E. 80 poles to a stone in the original south line of said survey; thence west with said line 4 poles to Timothy Thomas's S. E. Corner in said line; thence N. 9° 25' W. 177 1/2 poles to said Thomas's corner; thence N. 80° E. 80 poles to a stone in the original east-line of said Survey; thence S. 9° 25' E. 100 poles to the place of beginning, containing 69 acres and 60 rods of land.

Terms of sale to be, one-third cash in hand on day of sale; one-third in one year, and one-third in two years. deferred payments to be secured by first mortgage upon the premises sold, at 7 per cent interest per annum, payable annually.

We therefore Command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date thereof, and bring this order with you.

I witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 6th day of February A.D. 1896.
J. M. Gosnell Clerk
By J. W. A. Gosnell Deputy Clerk.

Sheriff's Return.

Sheriff's Fees	\$	cts
Service	25	
Levy	25	
Sum. Appraisers	1	20
Swearing "	25	
Conveying "	1	00
Writing Appraisal	25	
Copy of "	25	
Notice to Printer	25	
Affidavit "	25	
Mileage	1	20
Return	25	
Deed	2	00
Total	7	45
Appraisers fees	3	00
Printers fees	15	00

State of Ohio, }
Union County, } ss:
Received this writ the 7th day of Feb. A.D. 1896, and on the 14th day of February A.D. 1896, I called an inquest of L. C. Farnum, J. A. Hush and W. Hopkins three disinterested freeholders and residence of the County, and caused the within described real estate to be duly appraised on their oaths: they on the same day returned to me an estimate of the value thereof, (to wit: \$1725.00) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to wit: five consecutive weeks) before the day of sale by advertisement in the

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Marysville Tribune a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 21st day of March A.D. 1896, at the door of the Court-House, in Marysville, Ohio, at the hour of 1 O'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and then and there struck off and sold the same to Lillie C. Huffle for the sum of \$1250⁰⁰, she being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

And said sum being more than two-thirds of the appraised value thereof, and said Lillie C. Huffle being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and improvements to her for said sum of \$1250⁰⁰.

Wm. Smedgrass Sheriff.

Entry. Lillie C. vs Lafayette

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Affidavit of Printer.

The State of Ohio, Union County, ss:

The undersigned being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with February 19, 1896.

W. O. Shearer.

Sworn to and subscribed before me, this 21st day of March A.D. 1896.

J. M. Gosnell Clerk.

Sheriff's Sale. 6993

Primo's Fee, \$15⁰⁰.

Lillie C. Huffle

vs

Lafayette Whetsel et al

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, March 25, 1896, at or about the hour of One O'clock P. M. on said day the following described real estate to-wit:

Situate in the township of Down, County of Union and State of Ohio, and bounded and described as follows: Part of Virginia Military Survey No. 5498, and bounded and described as follows:

Beginning 80 poles from the south east corner of said survey in the original east line of said survey: thence W. 40 poles to a stone: thence S. 9° 25' E. 80 poles to a stone in original south line of said survey: thence W. with said line 4 poles to Timothy Thomas's S. E. corner in said line: thence N. 9° 25' W. 177 1/2 poles to said Thomas's corner: thence N. 80° E. 80 poles to a stone in the original East line of said survey; thence S. 9° 25' E. 100 poles to the place of beginning, containing 69 acres and 60 rods of land.

Terms of sale to be one-third cash in hand on day of sale;

One-third in one year, one-third in two years, deferred payments to be secured by first mortgage upon the premises sold, at 7 per cent interest per annum, payable annually. Appraised at \$25⁰⁰ per acre.

February 19th 1896.

William D. Smedgrass Sheriff Union County, Ohio.

Entry.
6993

Afterwards on the 8th day of April A.D. 1896, the following Entry was filed in the Clerk's office of said Court to-wit:

Lillie C. Yeats
vs
Lafayette Chute et al
Court of Common Pleas
Union County, Ohio.

On motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court: and the Court on careful examination of the proceedings of the Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Lillie C. Yeats, plaintiff, by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of said lienholders in said premises so far as they may be paid herein for the protection of her title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein said on to be entered on the record thereof, in the office of the Recorder of Delaware County.

And the Court comming now to distribute the proceeds of said sale amounting to Twelve Hundred and Fifty Dollars, it is ordered that the Sheriff out of the money in his hands pay:

First - To the Treasurer of this County, the taxes, penalty and interest, against said property to-wit: the sum of Forty two & 9/100 Dollars.

Secondly - The costs of this action taxed at \$38.00; and

Thirdly - To the plaintiff the balance of the said money remaining in his hands, to-wit: the sum of \$1169.34, to be applied as a credit upon her judgment against the said defendant Lafayette Chute and Nancy Chute, and execution is awarded upon the judgment heretofore rendered in this cause for the balance due thereon.

Attest:
J. M. Cornell,
Clerk.

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Please continued and held at the Court House in Marysville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the state of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to-wit: on the 13th day of January in the year of our Lord, One thousand Eight Hundred and Ninety Six

Be it remembered that heretofore to-wit, on the 22nd day of July A.D. 1895, Joseph P. Robbins filed in the Clerks office of the said Court of Common Pleas the following Petition against Charles H. Robbins et al. to-wit:

Petition
6937

Joseph P. Robbins,
vs
James H. Robbins,
Zenas S. Robbins
Charles H. Robbins,
Sewell S. Robbins,
David M. Robbins,
Ora O. Robbins
Cynthia C. Kurtzburger,
Clara A. Kurtzburger,
Emma J. Lowes,
Ethel Robbins, and
Rubie Robbins

Court of Common Pleas,
Union County, Ohio.

The said plaintiff says, that Mary S. Robbins late of Union County, Ohio, died intestate on the 16th day of June, 1895, seized in fee simple of the following described Real Estate, to-wit:

Situate in the Village of Broadway, Taylor Township, Union County, Ohio, and being a strip thirty eight (38) feet wide, off of the west side of Lot No. 2, of said Village, with a two story Building, with a brick foundation and a one story frame building. The same being the property conveyed to said Mary S. Robbins, March 27, 1891, by deed, recorded in book 67 Page 67, in the records of deeds of Union County.

That there are no unpaid debts of the estate of said Mary S. Robbins deceased.

That the plaintiff Joseph P. Robbins as one of the children and an heir of the said Mary S. Robbins is entitled to the one undivided tenth (1/10) part of said real estate, and is entitled to have his share thereof set off by metes and bounds, and if the same can not be set off by metes and bounds to have the same sold according to law and a distribution made of the proceeds of said sale.

Said plaintiff further says that said real estate is town property and has a rental value of six dollars per month, and that the same will be lost to the heirs of said Mary S. Robbins and to the plaintiff unless a receiver is appointed by this Court to take charge of said property, and to rent the same and to collect rents and otherwise to care for said property and to report his proceedings to this Court.

And the said plaintiff further says, that Charles H. Robbins of Dayton Ohio, Sewell S. Robbins of Rosedale, Ohio, James H. Robbins of Broadway Ohio, Zenas S. Robbins of Dayton Ohio, David M. Robbins of Vermeil Cross Roads, Ohio, Ora O. Robbins, Dayton, Ohio, Cynthia C. Kurtzburger Toledo, Ohio,

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and Emma J. Lawes of Dayton Ohio, are each children and heirs of said Mary S. Robbins and joint tenants with plaintiff, and are each entitled to an equal share in said property with plaintiff to wit: the one-tenth part thereof, and that Ethel Robbins and Rubie Robbins, minor children of Edwin Robbins deceased, and grand children of said Mary S. Robbins Dec'd who are residents of the State of Wisconsin, in the County of _____ are together entitled to the one-tenth part thereof - or the one twentieth part - to each.

The plaintiff therefore asks for an order of Partition of said real Estate, and if the same can not be divided that an order of sale may be made and for the appointment of a Receiver to take charge of said property and the rents thereof, and to rent the same pending suit, and that said parties be made defendants hereto and for such other and further relief as is right and proper.

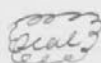
Robinson & Woodburn
Attys. for Plff.

The State of Ohio, Union County, ss:

Joseph P. Robbins being first duly sworn says that the statements of the foregoing petition are true as he believes.

Joseph P. Robbins.

Sworn to before me by Joseph P. Robbins, and by him subscribed in my presence this 22nd day of July A.D. 1896.



J. N. Gosnell Clerk

Clerk:

Receipts

Issue Summons for Sewell S. Robbins, directed to Sheriff of Madison Co. and also to Sheriff Union County for James H. Robbins, and endorse "Petition for Partition"

Robinson & Woodburn.

Summons.

On the 22nd day of July A.D. 1896, the following Summons was issued by the Clerk of this Court to wit:

The State of Ohio } To the Sheriff of Madison County;
Union County. }

You are hereby commanded to notify Sewell S. Robbins that he has been sued by Joseph P. Robbins in the Court of Common Pleas of Union County, and must answer by the 24th day of August - A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 5th day of August A.D. 1896.

Witness my hand and the seal of said Court, this 22nd day of July A.D. 1896.

J. N. Gosnell Clerk.

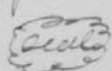
Return of Summons.

The State of Ohio, Union County, ss:

Joseph P. Robbins being first duly sworn says that he left a copy of the within writ and copy Summons at the residence of Sewell S. Robbins in Rosedale, Ohio, on the 22nd day of July, 1896.

Joseph P. Robbins.

Sworn to before me, and subscribed in my presence by Joseph P. Robbins this 28th day of July 1896.



J. N. Gosnell, Clerk of Courts

Affidavit

Afterward on the 24th day of August A.D. 1895, the following Affidavit was filed in the Clerk's office to wit:

Joseph P. Robbins vs Charles A. Robbins et al
Court of Common Pleas, Union County, Ohio.

6937

The State of Ohio, Union County, ss:

Joseph P. Robbins being first duly sworn says that he has filed his petition in the Union County Court of Common Pleas, of the state of Ohio, for partition of a strip of land 38 feet wide off the west side of Lot No. 2 of the Village of Broadway in said County, wherein Ethel Robbins and Rubie Robbins and others are defendants, and that said Rubie Robbins and Ethel Robbins are necessary parties thereto, and are non residents of the State of Ohio, and absent therefrom, and service of Summons cannot be had upon them in this State of Ohio; and they are residents of the State of Wisconsin, and their Post-Office is Green Bay, of that state. No. 526 Pine Street.

Joseph P. Robbins.

Sworn to before me by Joseph P. Robbins, and by him subscribed in my presence this 24th day of August, 1895.

[Signature]

J. N. Gosnell Clerk of Courts.

Affidavit of Premier.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with August 27th 1895.

W. O. Shearer.

Sworn to and subscribed before me, this 30th day of November, 1895.

[Signature]

J. N. Gosnell Clerk.

Legal Notice.

Legal Notice.

Ethel Robbins and Rubie Robbins, whose residence is at Green Bay, in the State of Wisconsin, minor children of Edwin Robbins Deed, are hereby notified that Joseph P. Robbins has filed his petition in the Court of Common Pleas of Union County, Ohio, against them and others praying for partition of the real estate described as follows, to-wit: Being a strip of land 38 feet wide off the west side of Lot No. 2, in the Village of Broadway, Union County, Ohio, it being the homestead of Mary S. Robbins, deceased, late of Union County.

You are required to answer said petition, or judgment will be taken against you by default.

Robinson & Woodburn
Attorneys for Plaintiff.

August 27, 1895.

Summons.

Afterward on the 5th day of September A.D. 1895, the following Summons was issued to-wit:

The State of Ohio, } To the Sheriff of Clark County: Ohio.
Union County }

You are hereby commanded to notify David M. Robbins that he has been sued by Joseph P. Robbins, in the Court of Common Pleas of Union County, and must answer by the 5th

day of
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Sheriff's Return.

The State
Sheriff's Fee
Service Return
Milage
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Summons.

was issued
The State
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Robbins,
Joseph P.
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Sheriff's Return.

The State
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James S.

Summons.

was issued
The State
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and Clerk
in the Court

day of October A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 16th day of September A.D. 1896:

Witness my hand and the seal of said Court, this 5th day of September A.D. 1896:

J. N. Roswell Clerk.

Sherriff's Return.

The State of Ohio, Clark County;	
Sherriff's Fees	\$ ct.
Service Return	50
Milage	1 76
Copy	25
Doc & Rec	25
Total	2 76

Received this writ September 6th A.D. 1895, at 8 O'clock P.M. and served same by delivering a true & certified copy thereof with the endorsements thereon to the within named defendant David M. Robbins on the 7th day of September, 1896.

J. C. Lott, Sherriff,
Clark County Ohio.
By Thos. Brockmeyer
Deputy.

Summons.

On the 5th day of September A.D. 1895, the following summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, }
Union County, } To the Sherriff of Montgomery County, Ohio.

You are commanded to notify Charles H. Robbins, James S. Robbins, Ora O. Robbins and Emma J. Lows that they have been sued by Joseph P. Robbins in the Court of Common Pleas of Union County, and must answer by the 5th day of October A.D. 1896, or the petition of said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 16th day of September A.D. 1896.

Witness my hand and the seal of said Court, this 5th day of September A.D. 1896:
J. N. Roswell Clerk.

Sherriff's Return.

The State of Ohio, } Montgomery County, }	
Sherriff's Fees	\$ ct.
Service Return	1 00
Milage	1 20
Copy	1 20
Total	3 40

Received this writ September the 6th A.D. 1895, at 8 O'clock A.M. and served same by handing a true copy thereof with the endorsements thereon to said Emma J. Lows Sept 7th A.D. 1895, and on Sept. 7th A.D. 1895, I served the same by leaving a true copy thereof with the endorsements thereon at the usual place of residence of the said Charles H. Robbins, James S. Robbins and Ora O. Robbins.

Charles Audinston, Sherriff-
By John W. Knight-Deputy.

Summons.

On the 5th day of September A.D. 1895, the following summons was issued by the Clerk of this Court to-wit:

The State of Ohio }
Union County, } To the Sherriff of Lucas County:

You are hereby commanded to notify Cynthia Kuntzburger and Clarence Kuntzburger that they have been sued by Joseph P. Robbins in the Court of Common Pleas of Union County, and must answer by the

5th day of October A.D. 1896; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 16th day of September A.D. 1896:

Witness my hand and the seal of said Court, this 5th day of September A.D. 1895:
J. N. Roswell Clerk.

Sheriff's Return.

Sheriff's Fees	\$	cts.
Dues		75
Mileage	1	60
Expenses		41
Total	2	25

The State of Ohio }
Lucas County, } Received this writ September 7th A.D. 1895;
at 8 O'clock A.M. The within named defendant Cynthera E. Westmeyer and Clarence Westmeyer could not be found in Lucas County, Ohio.

Chas. E. Neal Sheriff
Chas. A. Paul Deputy.

Writ
6937

Afterward on the 18th day of October A.D. 1896; the following Writ was filed in the Clerk's office of said Court to-wit:
Joseph P. Robbins vs
Charles H. Robbins et al
Court of Common Pleas,
Union County, Ohio.

The undersigned defendants in this case hereby waive the issuing and service of summons in this case and hereby enter their appearance therein and consent that partition may be made of the premises described in said petition, and ask that their interest therein be protected.
Clarence Westmeyer
Cynthia E. Westmeyer

Writ

The said James H. Robbins hereby waives the issuing of summons and service thereof and enters his appearance in this case.
James H. Robbins.

Entry
6937

On the 2nd day of December A.D. 1896; the following Entry was filed in the Clerk's office to-wit:
Joseph P. Robbins vs
Charles H. Robbins et al
Court of Common Pleas,
Union County, Ohio.

This day came plaintiff and submitted a motion to the Court to appoint a Guardian Ad Litem in this case for Ethel Robbins and Rubie Robbins; it being made to appear to said Court that said Ethel Robbins and Rubie Robbins are minors, the Court thereupon appointed J. Harry Kirkade an Attorney of this Court Guardian Ad Litem for said Ethel Robbins and Rubie Robbins.

Answer of Guardian Ad Litem.
6937

On the 2nd day of December A.D. 1896; the following Entry was filed in the Clerk's office of said Court to-wit:
Joseph P. Robbins vs
Charles H. Robbins et al
Court of Common Pleas,
Union County, Ohio.

This day came J. Harry Kirkade an Attorney at-law of this Court, who having been appointed Guardian Ad Litem

Entry
6937

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Filed in
Joseph P.
vs
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in this case of Ethel Robbins and Rubie Robbins Minors, by order of this Court, who makes answer in this case to the petition of plaintiff and says he has no knowledge of the statements made in said petition, and therefore asks the Court that the interests of said Ethel Robbins and Rubie Robbins in the real estate described in said petition if being the one tenth part thereof, or the one twentieth part to each of said Minors and for such other relief and protection as is right and proper.

J. H. Kinkade Guardian
Ad Litem for Ethel Robbins
and Rubie Robbins.

On the 2nd day of December A.D. 1895; the following Entry was filed in the office of the Clerk of this said Court, to-wit:

Entry-
6987

Joseph P. Robbins vs Charles H. Robbins et al
Court of Common Pleas,
Union County, Ohio.

This case came on to be heard upon the pleadings, and the Court being fully advised in the premises finds for the plaintiff, and that the said defendants have had due notice of the pendency of this suit, and that plaintiff is entitled to have partition of said premises and to have the one-tenth part thereof in severalty and that said defendants Charles H. Robbins, Sewell S. Robbins, James H. Robbins, James S. Robbins, David W. Robbins, Eva C. Robbins, Cynthia E. Winstenburger, Emma J. Lowes are each entitled to the one-tenth part thereof in severality, and that said defendants Ethel Robbins and Rubie Robbins are each entitled to the one-twentieth part thereof in severality.

It is therefore considered, ordered and adjudged and decreed that by the oaths of J. J. Watts, George C. Moore and Lory C. Ford, freeholders residents of said County partition be made of the real estate aforesaid described as follows, to-wit:

Situate in the Village of Broadway Union County, Ohio, and being a strip of land Thirty Eight (38) feet wide off of the west side of lot No 2, of said village with a two story building with a brick foundation, and a one story building frame, and being the property conveyed to said Mary S. Robbins, March 27, 1891, by deed Recorded in Book 67 in the Records of Deeds of said County.

Setting apart by metes and bounds to said plaintiff the one-tenth part thereof, and to the said defendants Charles H. Robbins, Sewell S. Robbins, James H. Robbins, James S. Robbins, David W. Robbins, Eva C. Robbins Cynthia E. Winstenburger and Emma J. Lowes each the one-tenth part thereof, and to Ethel Robbins and Rubie Robbins each the one-twentieth part thereof, and if the same can not be so cut apart and if partition can not be made by metes and bounds, that upon the like oaths of said J. J. Watts, George C. Moore and Lory C. Ford, the said property be appraised according to law and a return of this proceedings therein be made to this Court according to law, and for all other purposes this cause is continued, reserving all right of anyone of the heirs to any and all claims they may have against the estate of said Mary S. Robbins in the final order of distribution.

Robinson & Woodburn for Plff.
Piper for James H. Robbins.

Writ of Partition.

Afterwards on the 14th day of December A.D. 1895; the following Writ of Partition was issued by the Clerk of this Court, to-wit:
The State of Ohio, }
Union County, }

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the September Term A.D. 1896; in a civil action therein pending (for partition), wherein Joseph P. Robbins the plaintiff, and Charles H. Robbins and others the defendants, you are hereby commanded, that by the oaths of J. J. Katts, George W. Moore and Long C. Ford, three fiducious and disinterested Freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union, and in the State of Ohio, and village of Broadway; and being a strip of land thirty eight (38) feet wide off of the East side of lot No 2, of said village, with a two story building, with a brick foundation, and a one story building frame and brick, the property conveyed to Ira & Mary S. Robbins March 27, 1891, by deed recorded in book 67, in the records of deeds of said County. Setting apart by cuts and bounds to the persons named herein, and in the following proportions, to-wit:

- To Joseph P. Robbins The one-tenth (1/10) part.
- To Charles H. Robbins The one-tenth (1/10) part.
- To Samuel S. Robbins The one tenth (1/10) part.
- To James H. Robbins The one tenth (1/10) part.
- To Thomas S. Robbins The one tenth (1/10) part.
- To David W. Robbins The one tenth (1/10) part.
- To Ira O. Robbins The one tenth (1/10) part.
- To Cynthia E. Kustuburger The one tenth (1/10) part.
- To Emma J. Lewis The one tenth (1/10) part.
- To Ethel Robbins The one twentieth (1/20) part.
- To Rubie Robbins The one twentieth (1/20) part.

But if the said Commissioners are of the opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville, this 14th day of December A.D. 1895.

J. H. Gosnell Clerk.

As commanded by the foregoing writ of partition, I have executed the same by the oaths of J. J. Katts, S. Baker and L. C. Ford, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 27th day of December A.D. 1895.
Wm. S. Woodgrass, Sheriff.
Union County, Ohio.

Sheriff's Return.

Sheriff's Fee.	\$	cts.
Service		75
Mileage	1	60
Executing Writ	1	00
Swearing Com.		25
Report "	1	00
Returns		25
J. J. Katts, Com.	1	00
S. Baker "	1	00
L. C. Ford "	1	00
Total	7	85

Comm. Report.

And up real estate manifest at - \$ 300

Entry 6937

was filed Joseph P. vs Charles H.

plaintiff by this Court and said therein with the same the lands and bound it is ordered to the said real to this Court

Order of Sale in Partition.

Order of The St. Union

Pleas, with in a civil Joseph P. vs Charles H. and others

Ohio, and lot No 2, and a one to said lot 67. in the

you make term, and

Comm. Report.

And upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demands of the writ without manifest injury to value thereof, and we do estimate the value of the same at \$300.00.

Given under our hands this 24th day of December A.D. 1896;

J. J. Hattis }
W. Baker } Commissioners.
L. C. Ford }

Entry 6937

Afterward on the 15th day of January A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Joseph P. Robbins vs
Charles H. Robbins et al
Court of Common Pleas,
Union County, Ohio.

This day this cause came on upon the motion of the plaintiff to confirm the report of the Commissioners heretofore appointed by this Court to make partition of in this case, and the Court having examined said report and finding the same and all proceedings connected therewith in all respects regular and correct and in conformity with law, the same is confirmed by the Court, and it appearing by said report that the lands described in this case for partition can not be set off by metes and bounds to the several parties entitled thereto without manifest injury, it is ordered by the Court that an order of sale issue in this case, directed to the Sheriff of said County Commanding him to proceed to sell said real estate according to law, and report his proceedings herein to this Court.

Order of Sale in Partition.

Afterwards on the 20th day of January A.D. 1896, the following Order of Sale was issued by the Clerk of this Court, to-wit:

The State of Ohio, }
Union County, Ohio: } To the Sheriff of Union County, Ohio, Greeting:

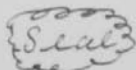
I pursuant of the order of our Court of Common Pleas, within and for the County of Union, at the September Term, A.D. 1896; in a certain Petition for Partition, now pending in said Court, wherein Joseph P. Robbins plaintiff and Charles H. Robbins and others defendants, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described to-wit:

Situate in the Village of Broadway, Taylor Township, Union County, Ohio, and being a strip thirty eight (38) feet wide off of the west side of lot No. 2, of said village, with a two story building, with a brick foundation and a one story frame building - the same being the property conveyed to said Mary S. Robbins, March 27, 1891, by Deed recorded in Book 67, page 67. in the records of deeds of said County.

Appraised at \$300.00; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the seal of the said Court, at Marysville,

this 20th day of January A.D. 1896.



L. H. Gosnell Clerk.
R. J. A. Gosnell Deputy Clerk.

Sheriff's Return.

Sheriff's Fee	\$	cts
Service		25
Mileage	1	60
Copy to Printer		25
Poundage	2	25
Return		25
Deed	2	00
Total	6	60

The State of Ohio, Union County, Ohio,
 I received this Order of Sale on the 20th day of January, 1896, and in obedience to the command of the same, I did, on the 22nd day of Jan. 1896, cause to be advertised in the Mansville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 22nd day of February A.D. 1896, at one O'clock P.M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on said 22nd day of February A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came L. Ripper who bid for the same the sum of \$295⁰⁰, and said sum being over two thirds of the appraised value thereof, and said L. Ripper being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for the sum of \$295⁰⁰.

Wm. S. Woodruff, Sheriff
 Union County, Ohio.

Certificate in Probation.

Certificate The Probate Court of Union County, Ohio, do hereby certify that the sum of \$357²³ is indebted to

Entry 6937

was filed Joseph Charles A.

Affidavit of Printer.

The State of Ohio, Union County, ss:
 The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Mansville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with January, 15, 1896.

Sworn to and subscribed before me, this 3rd day of March A.D. 1896.
 J. N. Gosnell Clerk

Sheriff's Sale. 6987

Joseph P. Robbins vs Charles A. Robbins et al
 Court of Common Pleas Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansville, Ohio, on Saturday, February 22, 1896, at or about the hour of one O'clock P.M. on said day the following described real estate to wit:

Situate in the Township of Taylor, County of Union, and State of Ohio, and bounded and described as follows:
 On the Village of Broadway, and being a strip thirty eight (38) feet wide off of the west side of lot No. 2, of said village, with a two story building with a brick foundation, and a one story frame building, the same being the property conveyed to said Mary S. Robbins, March 27, 1891, by deed recorded in Book 67, Page 67 in the records of deeds in said County.
 Appraised at \$300.00.

Wm. S. Woodruff, Sheriff
 Union County, Ohio

January 15, 1896.

Come the Sheriff the process in conformity to L. Ripper and he bid more than the

said sale of said to said as for Ohio, and of said stones for S. Robbins

L. Ripper

Certificate
in
Partitions.

Afterwards on the 30th day of January A.D. 1896, the following Certificate was filed in the Clerk's Office to-wit:

The State of Ohio,
Probate Court, Union County,

In the matter of the Estate of
Mary S. Robbins Deceased.

I, James M. Campbell, sole Judge and Ex-officio Clerk of the Probate Court, within and for said County aforesaid, do hereby certify that I have ascertained from a statement of W. H. Killis Administrator of the estate of Mary S. Robbins, deceased, that the sum of \$357.²³ in addition to the available assets, will be necessary to pay the indebtedness and expense of administering said Estate.

In witness whereof, I have hereunto set my hand and affixed the seal of said Probate Court, at
Marysville Ohio, this 30th day of Jan. 1896.



James M. Campbell
Judge and Ex-officio Clerk.

Entry
6937

Afterwards on the 9th day of March A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Joseph P. Robbins

Court of Common Pleas
Union County, Ohio.

vs
Charles H. Robbins et al

This day came the plaintiff and produced in open Court the order of Sale issued in this case and the report thereon of the Sheriff of said County. And the Court having examined the same and the proceedings thereunder find the same in all respects regular and in conformity with law and that the sale of the property therein described to L. Piper was in all respects regular he having bid therefor \$298.00 and he being the best and highest bidder therefor, and his bid being more than the two thirds of the appraised value thereof.

It is therefore considered ordered and adjudged by the Court that said sale to said Piper of said premises be confirmed and that the Sheriff of said County be, and he is hereby ordered to make a Deed therefor to said purchaser L. Piper in fee simple the said land being described as follows to-wit:

Situate in the Village of Broadway Taylor Township, Union County Ohio and being a strip thirty eight feet wide off of the west side of Lot No. 2 of said village with a two story building a brick foundation and a one story frame building the same being the property conveyed to Mary S. Robbins March 27, 1891,

It is further ordered that the said Sheriff pay of the purchase money. First: The costs in this case expended including an Attorney fee to Robinson & Woodburn of Twenty five dollars - and as to the distribution of the balance of the purchase money this cause is continued.

Robinson & Woodburn

L. Piper.

Entry
6937

Afterward on the 15th day of April A.D. 1896, the following
Entry was filed in the Clerk's Office to-wit:
Joseph P. Robbins
vs
Charles H. Robbins et al
Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be further heard
upon the matter of distribution of proceeds of sale of said premises.

Whereupon the Court find that there are unpaid taxes on said
premises in the sum of \$7³⁹ and further the Court find that
Certificate from Probate Court has been filed in above cause by
C. H. Willis as the Administrator of the estate of Mary S. Robbins
stating that the sum in addition to the available assets necessary
to pay indebtedness and expenses is \$357²³.

It is therefore by the Court ordered that the Sheriff pay
out of proceeds of sale of said premises

First: To the Treasurer of said County \$7³⁹ being taxes and penalty
due on said premises.

Second: To the Clerk of this Court the costs of this action including
Counsel fee to Robinson & Woodburn of \$25⁰⁰ the sum of \$82⁴.

Third: To C. H. Willis Administrator of the estate of Mary S. Robbins
the balance of the proceeds of said sale being the sum of \$208⁵⁰.

Attest

J. M. Hornum
Clerk.



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Entry
7044

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more or less
by G. H.

Please, continued and held at the Court House in Mansville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the term of January to wit: On the 18th day of January in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that heretofore on the 23rd day of January A. D. 1896, Mike A. Nipgen, filed in the Clerks Office of the said Court of Common Pleas the following Petition against William Heber et al to wit:

Mike A. Nipgen, doing business under the firm name and styled Mike A. Nipgen and Company.

Court of Common Pleas, Union County, Ohio.

Entry. 7044

vs
William Heber and Catharine Heber, his wife, and The Citizens Loan & Savings Company.

Plaintiff says that on the 31st day of January, 1895, in a certain action pending in the Common Pleas Court of Montgomery County, Ohio, wherein he was plaintiff, and the defendant herein, William Heber, was defendant, same being cause No. 15845, on the Docket of said Court, he obtained, by the consideration of said Court, a judgment in his favor and against the said defendant in said action for the sum of ten hundred and eighty-seven dollars and ninety-one cents (\$1087.91), with eight per cent interest thereon from the 31st day of January, 1895; and his costs of action taxed at \$11.45; that on the 31st day of January, 1895, he caused an execution on said judgment aforesaid, being Execution #4543 in Executive Docket "R", in the Clerks Office of said Court, to be duly issued to the Sheriff of Union County, Ohio, which, for want of goods and chattels of said judgment debtor whereon to levy, was, on the 1st day of February, 1895, duly levied on the following described real estate of William Heber, to wit:

Situated in the County of Union, and in the incorporated Village of Mansville, and described as follows:

Being part of lot No. 3, beginning at a stake south east corner to a lot now owned by L. Ripper; thence with the line of his lot N. 10 poles to the south line of a lot formerly owned by C. Rathburn; thence with the line of said lot S. 4 poles to a stake corner to a lot owned by David C. Kingale; thence with his line S. 10 poles to the margin of South Street; thence with said street to the beginning, containing 1/4 of an acre, and being same premises as conveyed to William Heber by Hiram Rooney by deed dated February 14th 1877, and recorded in Vol. 43, Page 503 of the Deed Records of Union County, Ohio.

Also the following described real estate situate in the Village of Mansville, County of Union, and State of Ohio, and known as part of V.M. Lot No. 40 lying on the south end and adjoining the property now owned by Samuel W. Campbell, fronting on Main Street nineteen and one-half (19 1/2) feet and running back west same width to the alley 132 feet more or less, and being the same property as conveyed to William Heber by J. Wolf et al. by deed dated April 1st 1878, and recorded in Vol. 45,

Begin here.

page 403 of the Deeds Records of Union County, Ohio.

Also the following real estate situated in the village of Marysville Paris Township, Union County, Ohio, and being part of Lot Fifty-three (53) in same village, bounded as follows:

Beginning at a stake in the south margin of Center street forty (40) feet west of the northeast corner of said lot; thence west with the south margin of said street twenty (20) feet; thence south parallel with the West street to the south line of said lot No. 53; thence east with the south line of said lot twenty (20) feet; thence north to the beginning, and being same premises as conveyed to William Weber by Lawrence Martin and wife by deed dated April 17th, 1879, and recorded in Vol. 45, page 31 of the Deed records of Union County, Ohio.

Also the following real estate situated in the County of Union, State of Ohio, and in T. M. District, and bounded and described as follows:

All of lots five (5), seven (7), and nine (9) of the Charles Erb addition out-lots in the town of Marysville, according to the plat of said addition recorded in plat-book No. 1, Page 108 of the records of Union County, Ohio, containing twelve (12) acres and seventy-nine (79) poles more or less, being part of survey No. 3351 and 3354, and being same premises as conveyed to William Weber by Thomas Christie and wife by deed dated April 8th, 1875, and recorded in Volume 41, Page 21 of the deed records of Union County, Ohio, as will more fully appear by reference to the foreign execution levy records of the Sheriff of Union County, Ohio, the costs of said levy being taxed at eight dollars (\$8.00).

Plaintiff says that said judgment is now wholly unpaid and unsatisfied, and that said liens still subsist and are in full force and effect.

Plaintiff says that defendant, The Citizens Home and Savings Company, of Marysville, Ohio, is a corporation duly organized by and under the laws of the State of Ohio, and that the said defendant, The Citizens Home and Savings Company, and Catherine Weber, claim to have some lien or interest in aforesaid premises, and plaintiff says that by reason thereof he is unable to effect a sale of any part of said real estate upon said execution.

Therefore plaintiff asks that the defendants, The Citizens Home and Savings Company, and Catherine Weber, be compelled to set up their respective claims, or be forever barred; that said liens be adjusted as against plaintiff's said judgment-lien, and that said real estate may be ordered sold and the proceeds be distributed according to law amongst the claimants, and that the plaintiff be paid out of said proceeds the amount of his claim to wit: \$1087.81 eight per cent interest from January 31st 1895 and his costs taxed at \$20.95; and for such other and further relief as may be proper.

Patterson Murphy & Co

R. W. Crony

Attorney for Plaintiff.

The State of Ohio, Union County, ss:

Barry S. Murphy, being first duly sworn, says that he is one of the attorneys of record of plaintiff; that the facts set forth in the foregoing

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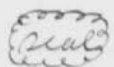
Motion. 7044

Petition are within his personal knowledge, and true, as he verily believes.

Barry S. Murphy.

Sworn to before me, and subscribed in my presence by the said Barry S. Murphy, this 22nd day of January, 1896.

J. M. Kosmull Clerk
By Geo. A. Kosmull Deputy.



Receipt. To the Clerk of said Court:

Issue summons for said defendants William Weber, Catherine Weber and the Citizens Home and Savings Company of Marysville, Ohio, to the Sheriff of Union County, Ohio, returnable according to law.

Endorse - Action to Marshall Liers, for sale of real estate, and equitable relief.

Patterson & Murphy Ed
R. W. Conroy
Attorneys for Plaintiff

Summons. Afterward on the 23rd day of January A.D. 1896, the following Summons was issued by the Clerk of this Court to-wit:

The State of Ohio, } To the Sheriff of said County.
Union County, ss: }

You are hereby commanded to notify William Weber, Catherine Weber and the Citizens Home and Savings Company of Marysville Ohio, that they have been sued by Mike A. Nipgen & Company, in the Court of Common Pleas of Union County, and must answer by the 23rd day of February A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 3rd day of February, A.D. 1896.

Witness my hand and the seal of said Court, this 23rd day of January A.D. 1896.

J. M. Kosmull Clerk
By Geo. A. Kosmull Deputy.

Sherriff's Return. The State of Ohio, Union County, ss:

Sherriff's Fees	\$	cts.
Service & Return	75	
Mileage	64	
Copy	40	
Total	1	84

Received this writ January 23rd A.D. 1896, at 4 o'clock P.M. and served same by handing a true copy of this writ with the endorsements thereon to William Weber on the 31st day of January, 1896, and to Catherine Weber a copy on the 1st day of February, 1896, and to the Citizens Home and Savings Company of Marysville, by handing a copy to C. F. Sawyer who is the manager of said Company, personally.

Wm. Snodgrass Sheriff.

Afterward on the 10th day of February A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Motion. Mike A. Nipgen & Co. | Court of Common Pleas
vs | Union County Ohio.
William Weber et al.

7044

And now comes the plaintiff, and represents to the Court, that since the commencement of this action, to wit, on the 23rd day of January 1896, the said defendant William Heber, has died, and Charles Braum has been duly appointed and qualified, and is acting as the Administrator of said William Heber deceased.

Wherefore he moves for an order of removal, according to the Statutes in such cases made and provided, of said action against said Charles Braum as Administrator of said William Heber deceased.

R. W. Carry - and
Patterson & Murphy
Attorneys for Plaintiff.

On the 10th day of February A.D. 1896, the following Entry was filed by the Clerk of this said Court, to wit:

Entry
7044

Mike A. Nipgen & Co. Court of Common Pleas,
vs Union County, Ohio.
William Heber et al.

Now comes the plaintiff Mike A. Nipgen & Co. by R. W. Carry his Attorney, and suggests to the Court that the defendant herein has died since the commencement of this action, and that Charles Braum has been duly appointed and qualified and is acting as Administrator of the said William Heber deceased; and the Court being fully satisfied thereof, it is now, on motion of the said plaintiff, ordered that this action be revived in the name of the said Administrator, and proceed against him.

Done in vacation, this 10th day of February A.D. 1896.

John A. Price
Judge of Court of
Common Pleas.

Receipt

To the Clerk:

Issue summons in this case to the Sheriff of Union County, Ohio, returnable according to law, against Charles Braum, as Administrator of William Heber deceased.

Indorse, Action to Marshal liens, for sale of real estate, and equitable relief.

Patterson & Murphy, and
R. W. Carry. Attorneys
for plaintiff.

Summons.

On the 22nd day of February A.D. 1896, the following Summons was issued by the Clerk of said Court, to wit:

The State of Ohio, Union County.
To the Sheriff of said County:

You are hereby commanded to notify Charles Braum, Administrator of William Heber, deceased, that he has been sued by Mike A. Nipgen & Co. doing business under the firm name of Mike A. Nipgen & Co. in the Court of Common Pleas of Union County, and must answer by the 21st day of March A.D. 1896, or the petition of the said plaintiff will be taken as true,

Sheriff's
Return.

and for
of March

Sheriff's
Service Return
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Expenses
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Answered
Cross-Petition
of C. H. S. Co.
7044

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and judgment rendered accordingly.
You will make due return of this summons on the 22nd day of March A.D. 1896.

Witness my hand and the seal of said Court, this
Seal 22nd day of February A.D. 1896.
J. N. Kimmel Clerk
By Geo. A. Kimmel Deputy.

Sherriff's Return.

Sherriff's Fees	
Service Return	50
Milage	16
Copies	15
Total	81

The State of Ohio, Union County.
Received this writ February 26th 1896, at 8 o'clock A. M. and served same by handing a true copy of this writ with the indorsements thereon to Charles Braum on the 26th day of February, 1896. personally.
Wm. S. Snodgrass, Sherriff.

Answer Ed
Cross-Petition
of C. H. S. Co.
7044

Afterward on the 2nd day of March A.D. 1896. the following Answer and Cross-Petition was filed in the Clerks office to wit:
Mike A. Nippen & Co. vs
William Weber et al.
Court of Common Pleas
Union County, Ohio.

And now comes the said defendant The Citizens Home and Savings Company, and for its answer to plaintiffs Petition herein filed, and by way of Cross-Petition says:

That it is an association duly organized and incorporated under the Laws of the State of Ohio providing for the incorporation of Building and Loan Associations, and that its principal office is at Mansville, Ohio.

First Cause of action: For a first cause of action the said defendant The Citizens Home and Savings Company says:

That on the 6th day of February, 1896, the said defendant William Weber, now deceased made and delivered to said Company his contract, in writing, of which the following is a copy.
" \$1200.00
Mansville, Ohio, February 6th, 1896.

Received of The Citizens Home and Savings Company, of Mansville, Ohio, Twelve Hundred Dollars, as a loan on Twelve Shares of Stock, No. 1223, owned by William Weber in said Company.

I agree to pay to said Company weekly, not less than Three Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments made against me in pursuance of the by-laws of said Company.

Second. To the payment of the premium for precedence due on said loan, amounting to 4 1/10 Dollars per week.

Third. To the payment of the interest due on said loan, amounting to One Cent 4/100 Dollars per week.

Fourth. The balance of said payment shall be credited as dues on said stock.

Said payments shall be continued until the dues so credited on said stock together with the dividends declared thereon, shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.
William Weber

No. 546. The By-Laws of said Company providing for the assessments of
fines is as follows:

Sec. 31. Should any borrowing member fail to pay the weekly amount
required to be paid on his stock he shall be fined five cents on each
one hundred dollars of stock held by him for each failure, and after
eight failures the whole amount of his loan shall become due, and the
Board of Directors shall order the mortgage to be foreclosed.

The said defendant William Weber now deceased, has paid to
said Company the sum of Seventy Five Dollars which has been app-
plied according to the terms of said Contract as follows:

For fines \$- ; for premium \$10.24; for interest \$46.72; and the
remainder, \$14.04, has been credited as due on said stock.

The dividends declared on said stock are 6 1/100 Dollars.

The said defendant William Weber, now deceased has failed to
make the weekly payments as agreed to be paid in said contract for
23 weeks, the last payment having been made on said stock on the
30th day of September, 1896.

Second Cause of Action: For a second cause of action the said
defendant The Citizens Home and Savings Company says:

That on the 6th day of February, 1896; and to secure the said loan,
and weekly payments, set forth in said contract in said first cause
of action herein, the said defendant William Weber, now deceased, executed
and delivered to said defendant The Citizens Home and Savings Company
his mortgage deed and thereby conveyed to said Company the following
described real estate, viz: Situate in the Village of Mansville, County
of Union, and State of Ohio, being part of On Lot Number Fifty Three (53),

Beginning at a stake in the south margin of Fifth (formerly center)
Street, 40 feet west of the north east corner of said On Lot; thence West;
with the south margin of said Street, 20 feet; thence South parallel with
Bond (formerly West) Street to the south line of said On Lot No. 53; thence
East with the south line of said Lot, 20 feet; thence North to the beginning.

The conditions contained in said mortgage was as follows:

"Provided, nevertheless, and these presents are upon this condition:

That, whereas, the said William Weber has entered into a contract in
writing with said Company in the words and figures following, to-wit:

\$1200.00

Mansville, Ohio, February 6, 1896.

Received of The Citizens Home and Savings Company, of Mansville
Ohio, Twelve Hundred Dollars, as a loan on Twelve Shares of Stock, No. 1223,
owned by William Weber in said County.

I agree to pay to said Company weekly, not less than Three
Dollars, which shall be applied as follows:

First. To the payment of any fines or other assessments made
against me in pursuance of the By-Laws of said Company.

Second. To the payment of the premium for precedence due on said
loan amounting to 4 1/100 Dollars per week.

Third. To the payment of the interest due on said loan, amounting
to One Cent 4 1/100 Dollars per week.

Fourth. To the payment of any sum of money expended by said
Company for insurance of mortgaged property as required by
the By-Laws of said Company.

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Answered
Cross-petition
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Schlegel.
7044

Petition of
Mike A. K
vs
William K
Schlegel,
by way of

Fifth. The balance of said payment shall be credited as dues on said stock.

Said payments shall be continued until the dues so credited on said stock, together with the dividends declared thereon, shall equal the amount loaned.

Should I fail for eight weeks to pay said weekly payments, then the whole amount of said loan shall at once become due and payable.

(Signed) William Weber

Now, if the said William Weber shall pay to said Company, its successors or assigns, the said sums of money when due as set forth by said Contract, then these presents shall be void.

On the 7th day of February A.D. 1896, at 9 o'clock A.M. said mortgage was delivered to the Recorder of said Union County, Ohio, for record, and was duly recorded in Volume 83 page 211 of the Records of Mortgages of said County.

Said mortgage deed has become absolute.

There is due and remaining unpaid upon said Contract set forth in the first cause of action set forth herein the sum of Twelve Hundred & Thirty & 7/100 Dollars, on the 3rd day of February, 1896: and the further sum provided in said Contract viz: for fines 6/100 Dollars; for premium 4/100 Dollars; and for interest One & 4/100 Dollars, in all Two & 5/100 Dollars for each and every week from and after said 3rd day of February, 1896.

The said defendant The Citizens Home and Savings Company, therefore, asks that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof be applied to the payment of said indebtedness of Twelve Hundred & Thirty & 7/100 Dollars, and Two & 5/100 Dollars additional from and after the 3rd day of February, 1896, until paid, and for all proper relief in the premises.

John M. Brodrick

Attorney for said The Citizens Home & Savings Company.

The State of Ohio, Union County, ss:

John M. Brodrick, being sworn, makes oath that he is the Attorney of said defendant The Citizens Home and Savings Company, and that the facts stated in the foregoing Answer and Cross-Petition are, as affiant believes, true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me, and signed by him in my presence this 29th day of February, 1896.

(Seal)

John C. Griffith
Notary Public

Answered
Cross-petition
of George
Schlegel.
7044

On the 2nd day of March A.D. 1896, the following Answer and Cross-Petition was filed by the Clerk of this Court to-wit:

Wike A. Napgen & Co. | Court of Common Pleas,
vs | Union County, Ohio.
William Weber et al.

And now comes the said defendant George Schlegel, and for answer to plaintiffs petition herein filed, and by way of Cross-Petition says:

That on the 23rd day of January, 1896, by the consideration of this Court said defendant George Schlegel obtained a judgment against said defendant William Heber, now deceased, in the sum of One Thousand and Ninety Seven and 7/10 Dollars with eight per cent interest thereon from said 23rd day of January, 1896, and his costs therein taxed at \$4.34.

Said judgment is still in full force unreversed and wholly unsatisfied.

Said defendant George Schlegel therefore asks that out of the proceeds of the sale of said premises described in plaintiffs said petition he be paid the amount of said judgment, interest and costs, and for all proper relief in the premises.

John M. Brodrick
Attorney for George Schlegel, Dep.

The State of Ohio, Union County, ss:

John M. Brodrick being sworn, makes oath that he is the duly authorized Attorney for said defendant George Schlegel; that the facts set forth in the foregoing Answer and Cross-Petition are within the personal knowledge of affiant, and that the facts stated in said Answer and Cross-Petition are, as affiant believes true.

John M. Brodrick

Sworn to by said John M. Brodrick before me, and signed by him in my presence this 2nd day of March, 1896.

Seal

J. N. Roswell Clerk
By Geo. A. Roswell Deputy.

Answer & Cross-Petition of Char. Braun Adminr. 7044

On the 2nd day of March A. D. 1896, the following Answer & Cross-Petition was filed by the Clerk of this Court to-wit:
Mike A. Nipgen & Co. | Court of Common Pleas
vs | Union County, Ohio.
William Heber et al.

Answer & Cross-Petition of Catherine Heber. 7044

And now comes the said defendant Charles Braun, Administrator of the estate of Christian K. Heber deceased, and for his Answer, by way of Cross-Petition herein says:

That the full name of said defendant William Heber was Christian William Heber, but that said defendant usually omitted his first name of Christian, and usually signed all his papers by the name of William Heber.

That said Christian K. Heber died on the fourth day of February, 1896, leaving no widow, and the following named children as his heirs and legal representatives, viz: Clara Braun - wife of said Charles Braun. Walter Heber, who is a minor of the age of eighteen years, and Ella Heber, who is a minor of the age of nine years, and who resides with her mother the said defendant Catherine Heber, and said defendant Charles Braun Administrator as aforesaid says that the said children aforesaid are necessary parties to the complete determination of this suit.

Said defendant Charles Braun as Administrator as aforesaid says that the total value of all personal property is not more than Five Hundred Dollars, and that valid debts have come to the knowledge of said Administrator

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of about six thousand dollars.

That said Catherine Keber is entitled to dower in said premises.

This defendant further avers that in order to pay all the debts of said deceased, Christian W. Keber, and the costs of Administration it is necessary to sell said premises in separate parcels, and upon the usual time of One-third cash in hand, one-third in one year and one-third in two years, said deferred payments to bear six per cent interest, and be secured by mortgage upon the premises.

The said defendant Charles Braum as such Administrator therefore asks that after the payment of the dower interest of Catherine Keber in said premises and the liens thereon, that the remainder of said proceeds be paid over to him as such Administrator for the payment of the debts against said estate and the costs of Administration, and for all other proper relief in the premises.

John M. Brodrick
Attorney for Charles Braum Adm'r.

The State of Ohio, Union County, ss:

Charles Braum, the above named defendant; being sworn makes oath that the facts stated in the foregoing Answer and Cross-Petition are as affiant believes true.

Chas. Braum

Sworn to by said Charles Braum, before me and signed by him in my presence this 2nd day of March, 1896.

A. H. Kollerath
Justice of the Peace.

Answer to
Cross-Petition
of
Catherine Keber
7044

Afterward on the 7th day of March A. D. 1896, the following Answer and Cross-Petition was filed in the Clerk's office to-wit:

Mike A. Nipgen & Co.
vs
William Keber et al.

Court of Common Pleas,
Union County, Ohio.

Now comes Catherine Keber, one of the above named defendants and for her Answer and Cross-Petition says: that upon the 28th day of March, 1865, she was married to William Keber, one of the above named defendants and whose full name is Christian William Keber, and remained his legally wedded wife until the 5th day of February, 1895.

That on the 5th day of February, 1895, this defendant obtained a decree of divorce and alimony, in this Court, from her said husband, which decree and order is found in Journal 17, page 177 of the records of this Court.

Said decree was granted because of the aggressions of her said husband and this defendant is entitled to her dower interest in all the lands of which her said husband was seized during coverture, said lands being those named in the petition of the plaintiff herein, except the first described tract, which tract of land was and still is owned by this defendant in fee simple and was in no way subject to the debts of said Christian W. Keber.

That said decree above named granted to this defendant as alimony the sum of \$25⁰⁰ per month, said sums to be paid upon the first day of each and every month following said decree.

Said sums were made a first and best lien upon all the real estate of said Christian K. Heber, and in default of payment of the same, execution was awarded.

Said sums were duly paid by said Christian K. Heber until the first of January, 1896, and there remains due the defendant the sum of \$50 being the allowance due on the first day of January, and the first day of February, 1896 respectively.

Whereas the defendant prays that she may be assigned her dower out of the lands of said Christian K. Heber and may never judgment against the said estate of said Christian K. Heber for the sum of \$50, which judgment shall be declared a first and best lien upon the property described in the petition and that the property owned by her be relieved and discharged from said execution and for such further relief as the Court may deem proper.

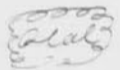
Samson & Samson
Atty's for Answering Defendant.

The State of Ohio, Union County, ss:

Catharine Heber, being first duly sworn says that the facts stated and allegations made in his foregoing answer and cross-petition are true as she verily believes.

Catharine Heber.

Sworn to before me and signed in my presence this 5th day of March, A.D. 1896.



J. H. Arnold Clerk.

Afterward on the 9th day of March, 1896, the following Entry was filed in the Clerk's office to wit:

Entry.

7044

Wm. A. Kippen, doing business under the firm name and style of Wm. A. Kippen and Company.

Court of Common Pleas.
Union County, Ohio.

vs
Mrs. Heber, Catharine Heber, Ed. The Citizens Home & Savings Co., George Schleyde, and Charles Braun, Administrator of Wm. Heber deceased.

This day this cause came on to be heard by the Court, upon the petition of the plaintiff, the Answer and Cross-Petition of Charles Braun, Administrator of William Heber, deceased, Catharine Heber, The Citizens Home and Savings Company, and George Schleyde, - and the Court having heard the proofs and evidence, adduced by the parties respectively, and the arguments of their Counsel, and being fully advised in the premises both find:

1st - That all and singular the statements contained in said petition and Cross-petitions to be true;

2nd - That there is now due to the plaintiff from Chas. Braun, Adm'r, of the said William Heber, deceased, upon the said judgment and lien in the cause of action set forth in the plaintiffs petition, the sum of Eleven Hundred and Seventy Seven and 3/400 Dollars, which is entitled to draw interest, at the rate of 8 per cent per annum from the 9th day of March, 1896; and \$20.65, Costs, with interest from March, 9, 1896.

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3rd. - That there is due to the said defendant, the Citizens Home and Savings Company upon the cause of action stated in its Answer and Cross-petition herein from the said defendant Chas. Braum, as Administrator of William Weber deceased, the sum of \$

4th. That there is due to the said defendant George Schley, upon the Cause of Action stated in his Answer and Cross-Petition herein from the said defendant Chas. Braum, as Administrator of William Weber, deceased the sum of \$1108.74, with interest at the rate of 8 per cent per annum, from March, 9th, 1896 and \$4th his costs in his above action stated, with interest from March 9, 1896.

5th. That there is due to the said defendant Catharine Weber, upon her cause of action for alimony stated in her Answer and Cross-petition herein, from said defendant Chas. Braum, Administrator of William Weber deceased, the sum of \$50.00 with interest from the 9th day of March, 1896.

And that the defendant Catharine Weber upon the cause of action for dower, set up in her answer and Cross-petition is entitled to be endowed of the one-third of the real estate described in plaintiffs petition (except the first described tract) and that the said Catharine Weber has filed her Answer waiving the assignment of dower by lictis and bounds, or rents and profits and asks to have the said real estate sold free of dower, and that she may be allowed such sum of money out of the proceeds of the sale as the Court deems the just and reasonable value of her dower interest therein.

6th. That the said defendant William Weber, died on the fourth day of February, 1896, leaving no widow.

That the following named children are his sole heirs and legal representatives to wit: - Clara Braum, wife of Chas. Braum, Walter Weber and Ella Weber, and are made parties to this suit, and are each entitled to one-third equal part of the estate described in plaintiffs petition, after the liens heretofore found are satisfied.

7th. And that except what may be found due to the state for taxes, on said real property, if anything, the priority of the liens of the parties hereto upon the said described premises is as follows: -

1st. That the said defendant Catharine Weber, upon the Cause of action set forth in her Answer and Cross-petition herein, has the first and best lien upon the premises in said petition described.

2nd. That the Citizens Home and Savings Company, upon its cause of action set forth in its answer and Cross-Petition herein, has the second best lien on the lot No. 63, situate on Center Street, and the third best lien on lots No. 40 situate on main Street, and Nos. 6. 7. and 9 in the Charles Erb addition, in the Town of Marysville, as in plaintiffs petition described.

3rd. - That the plaintiff Mike A. Nippen & Co. upon his cause of action set forth by his petition herein, has the third best lien on said lot No. 63, and the second best lien on lots No. 40. and lots Nos. 6. 7 and 9. of the Charles Erb addition, as set forth by his petition, subject to the priorities heretofore mentioned.

4th. That the defendant George Schley, upon his cause of action set forth in his answer and Cross-petition herein, has the fourth

best-lien on the premises in plaintiffs petition described, subject to the priorities heretofore mentioned.

It is that Clara Braun, wife of Charles Braun, and Walter Weber and Clara Braun, his guardian, and Ella Weber and Catherine Weber her guardian, have each entered their appearance herein, and they are the sole heirs and legal representatives of said William Weber deceased, and are entitled to the remainder of said premises, in plaintiffs petition described, if any remainder there be.

Whereas, it is adjudged and ordered by the Court, that the premises described in plaintiffs petition (except the first described premises) be sold, and that an order of sale issue to the Sheriff of Union County, Ohio, commanding him as such Sheriff to cause said premises to be appraised, advertised and sold, as upon execution, upon the terms following to-wit:

One-third of the purchase price to be paid cash in hand at the time of sale; one-third in one year, and one-third in two years; the deferred payments to be secured by mortgage on the premises; and that the said Sheriff bring the proceeds of such sale into Court to be distributed according to further order.

The State of Ohio, Union County, ss.

To the Sheriff of Union County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 9th day of March, 1896, Mike A. Nipgen & Co. obtained a judgment and decree against Charles Braun Administrator of William Weber deceased, for the sum of \$1177.36 and \$20.65 and \$18.73 costs of suit:

And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Charles Braun Administrator of the Estate of William Weber deceased pay unto the said Mike A. Nipgen & Co. the said sum of \$1177.36 and \$20.65, with interest on \$1177.36 at 8 per cent, and on \$20.65 at 6 per cent from March 9th 1896, and costs of said debt on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at-law, to sell the real estate described in the plaintiffs petition &c.

And whereas the days of appraisement have fully expired, and the said sum of money aforesaid and costs have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed without delay to appraise, advertise and sell according to the statute regulating judgments and executions at-law, the following lands and tenements, situate in Union County Ohio, to-wit:

Situate in the City of Marysville, County of Union, and State of Ohio, and known as part of the V. M. Lot No. 40 lying on the South end and adjoining the property now owned by Samuel W. Campbell fronting on Main Street 1 1/2 feet and running back west same width to the alley 132 feet more or less, and being the same property as conveyed to William Weber by D. Wolf et al. by deed dated April 1st 1878, and recorded in Vol. 45 page 403, of the Deed

Order of Sale.

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Record of Union County, Ohio.

Also the following real estate situate in the village of Marysville, Paris Township, Union County, Ohio, and being part of On Lot 53, in same village; bounded as follows:

Beginning at a stake in the south margin of Center Street, 40 feet west of the north east corner of said On Lot; thence west with the south margin of said Street 20 feet; thence south parallel with the west street to the south line of said Lot No. 53; thence East with the south line of said Lot 20 feet; thence North to the beginning, and being same premises as conveyed to William Kieber by Lawrence Martin and wife by deed dated April 17th 1879, and recorded in Vol. 48, page 31, of the deed Records of Union County, Ohio.

Also the following real estate situate in the County of Union, State of Ohio and in the V. H. District, and bounded and described as follows:

All of lots 5, 7 and 9 of the Charles Erb addition out lots to the Town of Marysville according to the plat of said addition recorded in plat Book No. 1 page 108 of the records of Union County, Ohio, containing 12 acres and 79 poles more or less, being part of Survey No. 3367 and 3364, and being same premises as conveyed to William Kieber by Thomas Martin and wife, by deed dated April 8th 1875, and recorded in Vol. 41, page 21 of the deed records of Union County, Ohio, as will more fully appear by reference to foreign Execution Levy records of the Sheriff of Union County, Ohio.

The cost of said levy being taxed at \$8⁰⁰.

First property appraised at \$3000.⁰⁰.

Second property appraised at \$2850⁰⁰.

Third property appraised at \$1000⁰⁰.

Terms of sale - One-third cash in hand - One-third in one year and One-third in two years. deferred payments to be secured by mortgage on premises.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings hereon to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 16th Day of March A.D. 1896.

J. H. Roswell Clerk

Sherriff's Return.	Expenses	\$	cts
Service		25	
Lump		25	
Sum. Appraisers	1	20	
Swear		25	
Comes	2	50	
Writing Appraisal		25	
Exp of		25	
Notice to Printer		25	
Affidavit		25	
Writing Notice		25	
Mileage	1	65	
Return		25	
Total	7	50	
Appraisers Fees	3	00	

The State of Ohio, Union County, ss:
 In obedience to the command of the order of sale hereto annexed, I did on the 17th day of March, 1896, summon John Kiley, Thomas M. Brannan and Lanson B. Harvey, the disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 17th day of March A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$686.00.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 18th day of March, 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court-House of said County, on the ---

This writ returned without sale - Charles Braun paying the amount of judgment of Mike A. Nipgen, together with the costs in the case.
 Wm. C. Smeygrass, Sheriff.

Afterwards on the 17th day of April A.D. 1896, the following entry was filed in the Clerk's office of the said Court of Common Pleas, to-wit:

Entry 7044

Mike A. Nipgen & Co. vs William Heber et al
 Court of Common Pleas, Union County, Ohio.

This day this cause came on for hearing on the application of the defendant Charles Braun, Administrator of the Estate of Christian William Heber, deceased, for an order to sell the real estate described in the pleadings herein at private sale, and the same was submitted to the Court on the evidence adduced by said Administrator, and it appearing to the Court that it would be more to the interest of said estate to sell said real estate aforesaid at private sale; it is therefore ordered and decreed by the Court that the said Charles Braun, Administrator, proceed to sell said premises, free from the dower of the said defendant Catharine Heber, according to law, at private sale, for not less than the appraised value, and upon the following terms, to-wit: One-third cash in hand, One-third in one year, and One-third in two years from day of sale, said deferred payments to be secured by Mortgage on the premises, and bearing six per cent interest per annum; and that he report his proceedings hereunder immediately after such sale is made.

Proved for Chas. Braun Admr.

Attest,
 J. N. Dornell
 Clerk.

Marysville
 Judge
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Please continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January to wit: On the 13th day of January, in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to wit, on the 18th day of January, 1896, Eben C. Robinson filed in the Clerk's office of the said Court of Common Pleas the following Petition against George Davis et al. to wit:

Petition
7040

Eben C. Robinson
vs
George Davis and
Bell Davis his wife

Court of Common Pleas,
Union County, Ohio.

First Cause of Action.

The defendant, George Davis, is indebted to plaintiff in the sum of Forty (\$40) Dollars, which plaintiff claims, with interest at eight per cent. from April 18th, 1894, on a promissory note, of which the following is a copy:

"\$40-

April 18th 1894.

Seven months after date I promise to pay to the order of Eben C. Robinson Forty Dollars at — Value received, with interest at 8% per annum.
Due 11/18 '94. "George Davis"

There are no credits or indorsements on said note.

Second Cause of Action.

At the time of delivering said note, and to secure the payment of the same, the defendant, George Davis and Bell Davis, his wife, duly executed and delivered to plaintiff their mortgage deed, conveying the following premises; Situate in the County of Union, in the State of Ohio, in the Village of Marysville, and bounded and described as follows:

Being On Lot No. 487, in W. W. Robinson Addition to the village of Marysville, as recorded in plat Book, Vol. 1 page 259 of the Records & Clats in the Recorder's Office, to which reference is hereby made for further description.

Said mortgage was on the condition:

That if the said George Davis shall pay or cause to be paid unto the said Eben C. Robinson or to his executor, Administrators and assigns, the note set out under the first Cause of Action, then to be void, otherwise to be and remain in full force and virtue in law forever.

On the 29th day of June, 1894, at 8 O'clock A. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Vol. 34 page 51 of his mortgage record.

Said note is past due, no part of it has been paid, the conditions of said mortgage has been broken and the same has become absolute.

Plaintiff therefore, asks that in default of payment of the amount now payable, or that may become payable herein, said mortgage may be foreclosed, and said premises sold, free of all claims

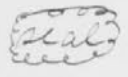
of defendants, and the proceeds applied to the payment of the debt due plaintiff, and for such other relief as is proper.

J. E. Griffith,
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

J. E. Griffith, being duly sworn, says that he is the attorney of the plaintiff, duly authorized in the premises, that plaintiff is a non resident of Union County, Ohio, and that he believes the allegations in the foregoing petition are true.

J. E. Griffith.
Sworn to and subscribed before me this 18th day of January, A. D. 1896.



J. N. Hosmer Clerk.

Receipt.

To the Clerk:

Issue Summons in this case to the Sheriff of Union County, Ohio, for the defendants, George Davis, and Bell Davis, returnable according to law. Endorse: Equitable relief - Foreclosure of Mortgage.

J. E. Griffith
Attorney for Plaintiff.

Summons.

On the 18th day of January A. D. 1896, the following Summons was issued by the Clerk of this said Court to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County:

You are hereby commanded to notify George Davis and Bell Davis that they have been sued by Chen S. Robinson in the Court of Common Pleas of Union County, and must answer by the 15th day of February A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 25th day of January, 1896.

Witness my hand and the seal of said Court this 18th day of January A. D. 1896.

J. N. Hosmer Clerk.

Sheriff's Return.

The State of Ohio,	
Union County,	
Sheriff's Fees	\$ 5.00
Service & Return	65
Mileage	16
Copy	20
Extra	11

Received this writ January 18th A. D. 1896, at 3 O'clock P. M. and served same by handing a true copy of this writ with the endorsements thereon to George Davis personally and to Bell Davis by leaving a copy at her usual place of residence on the 25th day of January, 1896
Wm. S. Swadgrass Sheriff.

Entry.

Afterward on the 9th day of March A. D. 1896, the following Entry was filed in the Clerk's office to-wit:

Chen S. Robinson vs George Davis et al
Court of Common Pleas, Union County, Ohio.

7040

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants

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have been duly served with Summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant, George Davis, on the promissory note set forth in the petition, with interest to this date, viz: March 9th 1896, the sum of \$46.⁰⁵.

The Court further finds that in order to secure the payment of said note, the defendant, George Davis and Bill Davis his wife, executed and delivered to said Eben Robinson the plaintiff, their certain mortgage, as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 34, page 61, of the records of Mortgages of Union County, and is a good and valid first lien on the premises described in the petition, and that the considerations in said mortgage have been broken.

It is therefore adjudged and decreed, that unless the defendant shall within five days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the 9th day of March, 1896, at 8 per cent: the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Order of Sale.

Afterward on the 14th day of March A.D. 1896, the following Order of Sale was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County - Greeting:

Whereas at a Court of Common Pleas, holden at the Court House in Mansville in said County of Union on the 9th day of March A.D. 1896, Eben B. Robinson obtained a Judgment and Decree against George Davis et al. for the sum of \$46.⁰⁵ and \$8.94, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said George Davis et al. within 5 days from the 9th day of March A.D. 1896, pay unto the said Eben B. Robinson the said sum of \$46.⁰⁵, with interest from the 9th day of March, 1896, and costs aforesaid: and on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating Judgments and Executions at-law, to sell the real estate described in the plaintiff's petition, &c.

And whereas the 5 days aforesaid have fully expired, and the said sum of \$46.⁰⁵, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and Executions at-law, the following lands and tenements, situate in Union County, Ohio, to-wit:

On the Village of Mansville, and bounded and described as follows:

Being On Lot No. 487, in W.M. Robinson's Addition to the

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Sheriff's Return.

Village of Marysville, as recorded in Plat-Book Vol. 1, Page 259, of the records of plats, in the Recorder's office, to which reference is hereby made for further description. Terms Cash.

The State of Ohio, } We therefore Command you, that you proceed to
 Union County, ss. } carry said order-judgment and decree into execution

Sheriff's Fees	\$	cts.
Service		25
Lump		25
Sum. Appraisers	1	20
Swearing "		25
Conveying "		40
Writing Appraisal		25
Copy of "		25
Notice to Painter		25
Writing Notice		25
Witness		16
Return		25
Total	3	76
Appraisers Fees	3	00
Painter "	3	00

agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statutes regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 14th day of March A.D. 1896.

By Geo. A. Gosnell Deputy.

The State of Ohio, } In obedience to the Command of
 Union County, ss. } the order of sale hereto annexed,
 I did on the 17th day of March, 1896, summons John

Diley, Thomas W. Brannon and Lanson B. Harvey, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 17th day of March, A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at \$125⁰⁰.

A certified copy of said appraisal & forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 18th day of March, 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 18th day of April A.D. 1896, at one o'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks, and in pursuance to said notice, I did on the 18th day of April A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Eben C. Robinson who bid for the same the sum of \$88²⁵, and said sum being over two-thirds of the appraised value thereof, and said Eben C. Robinson being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$88²⁵.

Geo. A. Gosnell Sheriff.

The State of Ohio, Union County, ss:
 The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with March 18, 1896.

Affidavit of Painter.

W. O. Shearer.

Sheriff's Sale 7040

Entry 7040

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Sheriff Sale
7040

I swore to and subscribed before me, this 20th day of April
A.D. 1896.

Printers Fees, \$10⁰⁰
Chas. C. Robinson
vs
George Davis et al

J. N. Gosnell Clerk.
Court of Common Pleas,
Union County, Ohio.

By virtue of the above stated writ to me directed
from the Court of Common Pleas, of Union County, Ohio, I will offer
for sale at the north door of the Court House in Marysville, Ohio, on
Saturday, April 18, 1896, at or about the hour of one o'clock, P.M. on said
day, the following described real estate, to-wit: Situate in the village of
Marysville, and bounded and described as follows:

Being in lot No 457 in H. M. Robinsons addition to the Village
of Marysville, as recorded in plat book, Vol. 1 page 259, of the records of
plats in the Recorder's office in which reference is hereby made for further
description.

Appraised at \$125⁰⁰.
Terms of sale Cash.

Wm. J. Snodgrass Sheriff Union
County, Ohio.

March 15, 1896.

Entry
7040

Afterward on the 20th day of April A.D. 1896, the following Entry
was filed in the Clerks office to-wit:

Chas. C. Robinson
vs
George Davis et al

Court of Common Pleas,
Union County, Ohio.

On motion of the plaintiff, and on his producing the return
of the Sheriff of the sale made under the former order of this Court - and the Court
on careful examination of the proceedings of the said Sheriff, being satisfied that
the same have been had in all respects in conformity to law and the order of
this Court, it is ordered that the said proceedings and sale be, and they are hereby
approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser,
Chas. C. Robinson, by deed, according to law, the property so sold; and the
said purchaser is hereby subrogated to all the rights of the said lien holders in
said premises, so far as they may be paid herein, for the protection of his title;
and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the Mort-
gage herein sued on to be entered on the record thereof, in the office of the Recorder
of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale
amounting to \$83³⁵, it is ordered that the Sheriff, out of the money in his
hands, pay: First: To the Treasurer of Union County the taxes, penalty, and
interest against said property to-wit: the sum of \$14⁵⁰.

Secondly: The costs in this action, taxed at \$27.45.

Thirdly: To the plaintiff Chas. C. Robinson the amount heretofore
found due him, with interest to-wit: the sum of \$46.40

Fourthly: To the defendant George Davis, the balance of the money remaining
in his hands, to-wit: the sum of \$8⁰⁰.

Attest, J. N. Gosnell, Clerk.

Case continued and held at the Court House in Marysville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of January 15th 1896. On the 13th day of January in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that hereofore to-wit, on the 30th day of November A.D. 1895, Louis F. Erb, filed in the Clerks office of the said Court of Common Pleas the following Petition for Partition against Charles H. Erb et al to-wit:

Petition for Partition. 7006

Louis F. Erb.
vs
Charles H. Erb & Viola Erb, his wife; Mary Grammond John B. Grammond her husband; William F. Erb; Elizabeth Erb; Charles C. Griswold and Nellie M. Erb wife of Lewis F. Erb; George Erb and Ella Erb his wife.

Union County, Ohio,
Common Pleas Court.

Petition for Partition

The plaintiff says: that on or about the 5th day of April A. D. 1874, one Charles Erb of Union County Ohio, died seized in fee simple of an estate in the following described real estate, situated in the said County of Union, to-wit: Situate in the Village of Milford Center in said County and being all of one lot No 33, all of one lot No. 25 and part of one lot No. 24 in said Village as shown by the plat of said Village at the Recorders office in said County.

Excepting from said lot No. 24, 25 feet thereof described as follows: Being the south west part of one lot No 24 in said village of Milford Center; Beginning at an iron rod driven in the earth at the south west corner of said lot No 24; thence with the south line of said lot and the north side of State Street S. 68 1/4° E. 25 feet to an iron rod; thence N. 21 3/4° E. (true meridian course) 90 feet to a stone and bricks; thence N. 68 1/4° W. 13 1/2 feet to a stone and bricks; thence S. 44° W. 32 feet with the east side of Mill Street to an iron rod; thence S. 21 1/2° W. 30 feet with the east side of said Mill Street to the place of beginning.

Containing in all 5/100 of one acre more or less, as described in deed from Anna C. Erb, executrix, to Walter C. Tullington, dated May 24th, 1890, and recorded in Vol. 64, page 499, of records of deeds in office of Recorder of Union County, Ohio.

Also a tract of land in said township, and County of Union in survey No. 5127, and in said Village and bounded and described as follows, viz: being in the corporation of Milford Center.

Beginning at a stake on Reeds southeasterly line; thence N. W. close to the Wagon Shop 6 poles 10 feet to the corner of said Shop; thence with the end of said Shop E. 2 poles, 5 feet to a stake; thence S. Easterly

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2 poles 9 feet to a stake on the side of the saw mill race: thence on the side of the said saw mill race easterly down said race 6 poles 10 feet to a stake close to the end of said race: thence with Reed's original line S. Westerly 9 poles 15 1/2 feet to the beginning. Containing thirty five poles more or less, it being part of a tract of land known as the Mill lot; and being the same premises purchased by Charles Erb, Henry Prior and Conrad Niskole of James Reed. See Deed record No. 24, page 14.

Also another tract, beginning at a stake on Reed's southeasterly line; thence N. W. close to the brick Blacksmith Shop 75 feet to the west corner of said shop next to the saw mill; thence close to the end of said shop 25 feet to the north corner; thence with the easterly side of said shop, 60 feet to a stake on Reed's original line, thence with said line 28 feet to the beginning; containing 6 poles looking 7 feet and being a part of said Mill lot; being the same premises purchased by Charles Erb and Henry Prior of James Reed. See Deed Record No. 25, page 475.

Also another tract or parcel of land situate in Union County, Ohio township, Ohio, being part of survey No. 9591, containing 10 1/2 acres and bounded and described as follows to wit: by Kattman Hill's land on the north, on the east by the Milford & Conine Gravel Road; on the south by land formerly owned by Samuel Gibson and on the west by track of C. C. & D. L. R. R. more particularly described as follows.

Bounded on the north by land owned by Samuel Gibson; on the south by land owned by Samuel Gibson; on the west by the Rail Road Company and west by the Delaware Branch of the C. C. & D. L. Rail Road as a track and on the east by turn pike state road and being lots No. 4, 5, (6), 7, 8 and 9 of sub division No. 3 of the of the Jacob Fairfield estate as described by recorded plat of said subdivision in partition case of Orlando Stewart and Eliza Stewart vs Charles Fairchild et al, Book 7, page 16 of complete records of said Court to which reference is made for further particulars, which said lots contain, together 23 acres and 57 poles be the same more or less.

Dated May 21st 1870. - See Vol. 34 page 78.

Excepting therefrom the following tract as described in deed from Anna C. Erb executrix to Riley James, Dated December 11th 1878, being part of original survey No. 8991 and 9898, being the whole of lots No. 2, 3, 4, 5, 6 and one acre and 108 poles off the north side of lot No. 7 of the sub-division or partition of the Fairfields estate. For plat of said division see record of Common Pleas Court of Union County, Ohio, Vol 7 page 17; bounded and described as follows to wit: commencing in the center of the Milford and Conine gravel road south east down to lot No. 1 of said division now owned by Samuel Gibson; thence with the center of said gravel road 3⁺ 34⁻ N. 54⁺ 100 poles to a point in said road (with a stone with brick N. 55 1/2⁺ W. 30 feet) thence N. 55 1/2⁺ W. 45 1/2⁺ poles to a stone in the C. C. & D. L. R. R. land to a point within 20 feet of the center of said main track; thence with the east line of said R. R. land 20 feet from the center of said track to a stone the south west corner of said lot No. 1; thence with the south line of said lot No. 1, 55 1/2⁺ E. 44 5/100 poles to the beginning; containing 16 acres; see Vol 46 page 404 Union Co. O. Record of Deeds

The said Charles Erb in his life time duly made his last will

5th day of
seized
estate, situate
of Milford
of D. L.
by the plat,
as follows:
village of
south at the
of said
road;
bricks; thence
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and testament which after his decease, and on or about the day of A.D. 18 was proved and allowed and admitted to probate and record by the probate Court of Union County Ohio, and recorded in Volume Page

That by the terms of said last Will and testament the said Charles Erb devised all his personal and real estate including the said premises herein described to his wife Elizabeth Erb, to have and to hold the same for her own use and behoof for and during her natural life, and at the death of the said Elizabeth Erb, the said premises to pass to and be divided among his, the said Charles Erb's legal heirs, share share and share alike.

That on or about the 19th day of July A.D. 1895, the said Elizabeth Erb died of said Charles Erb leaving the above described premises as the balance of said estate belonging to the estate of the said Charles Erb deceased, to be distributed under his will.

That said premises descended to the following persons, only heirs and legal representatives of the said Charles Erb deceased; free from the life estate of the said Elizabeth Erb so deceased, to wit:

- The plaintiff who is a son of said Charles Erb deceased.
- Charles H. Erb who is a son of said Charles Erb deceased.
- George Erb who is a son of said Charles Erb deceased.
- Mary C. Cranston who is a daughter of the said Charles Erb deceased, who lives in Urbana, Ohio.
- William F. Erb who is a son of the said Charles Erb deceased, and who lives in Columbus, Franklin County, in the state of Ohio.
- Elizabeth Erb who is a daughter of said Charles Erb deceased.

The parties above named are entitled to the following undivided estate in said premises:

- Your petitioner, the undivided 1/6 in fee.
- The said George Erb the undivided 1/6 part in fee.
- The said Charles H. Erb the undivided 1/6 part in fee.
- The said Mary C. Cranston the undivided 1/6 part in fee.
- The said William F. Erb the undivided 1/6 part in fee.
- The said Elizabeth Erb the undivided 1/6 part in fee.

Your petitioner prays that, George Erb, Ella Erb, his wife, Mary C. Cranston, and John B. Cranston, William F. Erb, and C. C. Grosswald; be made parties defendant herein, and served with process as by law required.

The plaintiff desiring to hold his said interest in severally, prays that his interest may be set off to him in severally, or if partition can not be made without manifest injury, that the said premises may be sold, or other order taken pursuant to the statute

L. Piper
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

Louis F. Erb being duly sworn according to law says the facts stated and allegations in the foregoing petition are as he believes true.

Sworn to before me by Louis F. Erb and by him subscribed in my presence this 30th day of November A.D. 1896.

J. W. Titton
Notary Public

Receipt To

George Erb, E
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Summons.

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To Clerk:

Issue summons for Viola Erb wife of Charles H. Erb, George Erb and Ella Erb his wife, directed to the Sheriff of Union County, Ohio, and also issue summons for Charles H. Erb, Mary Cranston, John B. Cranston her husband, William F. Erb, Elizabeth Erb, Charles C. Griswold and Helen M. Erb, wife of Lewis F. Erb. returnable according to law; Endorse "petition for partition."

L. Piper
Atty for Plaintiff.

Summons.

Afterward on the 3rd day of December A.D. 1895; the following summons was issued by the Clerk of this Court, to wit:

The State of Ohio, }
Union County, ss. } For the Sheriff of said County:

You are hereby commanded to notify Viola Erb, wife of Charles H. Erb, George Erb and Ella Erb his wife, that they have been sued by Lewis F. Erb, in the Court of Common Pleas of Union Co. and must answer by the 4th day of January A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 16th day of December A.D. 1895.

Witness my hand and the seal of said Court, this 3rd day of December A.D. 1895.

J. N. Hornum Clerk.

Sherriff's Return

Sherriff's Fee	\$	50
Service & Return		50
Mileage	1	04
Copy		45
Total	2	04

The State of Ohio }
Union County, }

Received this writ December 3rd A.D. 1895; at 5 O'clock P.M. and served same by handing a true copy of this writ with the indorsements thereon to Viola Erb, George Erb and Ella Erb personally on the 14th day of December 1895.

Wm. J. Smolyars Sheriff

Waiver

We the undersigned parties to the within entitled case hereby waive the service of process, and enter our appearance in the within entitled case.

Mary E. Cranston
J. B. Cranston
Charles C. Griswold by
Porter & Porter his Attorneys.

Waiver

We the undersigned hereby waive the service of process in the within entitled cause and enter our appearance therein.

H. F. Erb
Lewis F. Erb
Helen M. Erb
Elizabeth Erb
Charles H. Erb by
L. F. Erb Atty.

Plaintiff.

Waiver

We the undersigned hereby waive the service of process in the within entitled case and voluntarily enter our appearance therein and acknowledge service of summons.

Norman Campbell
Henrietta L Collins.

Entry.

Afterward on the 16th day of January A.D. 1896, the following entry was filed by the Clerk of this Court to-wit:

Lewis F. Erb
vs
Charles H. Erb et al
Court of Common Pleas,
Union County, Ohio.

7006

This cause coming on this day to be heard upon the petition herein and the evidence; the Court find that the defendants have all been duly served with process or have voluntarily entered their appearance in the case and are in default for answer or demurrer and that the petition is thereby confessed to be true by the said defendants.

The Court further find that the plaintiff is seized of and has a legal right to the undivided one sixth part of said premises and is entitled to hold the same in severalty; that the defendants are tenants in common with him in the following proportions to-wit:

Charles H. Erb was seized of and had a legal right to the undivided one sixth part of said premises, sold to C. E. Griswold by assignee of said Charles H. Erb, now owned by said C. E. Griswold.

George Erb is seized of and has a legal right to the undivided one sixth part of said premises.

Mary C. Grandin is seized of and has a legal right to the undivided one sixth part of said premises.

William F. Erb is seized of and has a legal right to the undivided one sixth part of said premises.

Elizabeth Erb is seized of and has a legal right to the undivided one sixth part of said premises.

It is therefore by the Court ordered, adjudged and decreed that partition of said estate be made in the proportions above described and that an order issue to the Sheriff of this County, commanding him that by the oaths of M. J. Flaherty, M. D. Thompson and Philip L. Coe, three judicious disinterested freeholders of the vicinity who are hereby appointed Commissioners for that purpose be set off to plaintiff and said defendants, Co-tenants their proportions of said estate in severalty.

And it further by the Court ordered that the Sheriff make due return of his proceedings herein.

L. Piper
Attorney for Plaintiff.

Writ of Partition.

Afterward on the 21st day of January A.D. 1896, the following Writ of Partition was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County, ss:
To the Sheriff of said County.

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January term, A.D. 1896, in a civil action therein pending (for partition), wherein Lewis F. Erb the

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plaintiff, and Charles H. Erb et al the defendants, are hereby commanded, that by the order of W. S. Flaherty, W. D. Thompson and Philip L. Cox, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situated in the County of Union, and in the State of Ohio: and in the Village of Milford Center, in said County, and being all of and lot No. 83, all of En. Lot No. 25; and part of En. Lot No. 24, in said village as shown by the plats of said village at the Recorder's office in said County.

Excepting from said lot No. 24, 25 feet thereof described as follows: Being the south west part of En. lot No. 24 in said village of Milford Center:

Beginning at an iron rod driven in the earth at the south west corner of said lot No. 24; thence with the front line of said lot and the north side of State Street S. 68 1/4° E. 25 feet to an iron rod; thence N. 21 3/4° E. (True meridian course) 90 feet to a stone and bricks; thence N. 68 1/4° W. 13 1/2 feet to a stone and bricks; thence S. 44° W. 82 feet with the east side of Mill Street to an iron rod; thence S. 21 3/4° W. 60 feet with the east side of said Mill Street to the place of beginning, containing in all 5/100 of an acre more or less, as described in deed from Anna C. Erb, executrix, to Walter S. Fullington, dated May 24, 1890, and recorded in volume 64, page 499, of Records & deeds in office of Recorder of Union County, Ohio.

Also a tract of land in said Township and County of Union, in Survey No. 5127, and in said village and bounded and described as follows:

Being in the corporation of Milford Center; Beginning at a stake at Reed's southeasterly line; thence N. W. close to the Wagon Shop 6 poles 10 feet to the corner of said shop; thence with the end of said Shop E. 2 poles, 5 feet to a stake; thence S. easterly 2 poles 9 feet to a stake on the side of the Saw Mill race; thence on the side of the said Saw Mill race easterly down said race 6 poles 10 feet to a stake close to the end of said race; thence with Reed's original line S. westerly 9 poles 15 1/2 feet to the beginning, containing 85 poles more or less, it being part of a tract of land known as the Mill lot; and being the same premises purchased by Charles Erb, Henry Prior and Amos Nicole & James Reed - See Deed Record No. 24, page 14.

Also another tract, Beginning at a stake on Reed's southeasterly line; thence N. W. close to the brick blacksmith Shop, 75 feet to the west corner of said shop next to the Saw Mill; thence close to the end of said shop 25 feet to the north corner; thence with the easterly side of said shop 60 feet to a stake on Reed's original line; thence with said line 25 feet to the beginning, containing 6 poles lacking 7 feet and being a part of said Mill lot; being the same premises purchased by Charles Erb and Henry Prior of James Reed. See Deed Record No. 25, page 475.

Also another tract or parcel of land situated in Union Township Union County, Ohio, being part of survey No. 9591, containing 10 1/2 acres, and bounded and described as follows, to-wit:

By Watermans Hills land on the north; on the east by the Milford and Union Gravel Road; on the south by land formerly owned by Samuel Gibson, and on the west by track of C.C. & L. R. R. more

particularly described as follows:

Bounded on the north by land owned by Samuel Gibson; on the south by land owned by Samuel Gibson; on the east by Rail Road Company, and west by Delaware branch of the C.C. & O. Rail Road as a track and on the edge by turnpike State road, and being Lots Nos. 4-5-(6)-7-8 and 9 of Sub-division No. 3 of the Jacob Fairfield Estate as described by recorded plat of said sub-division in partition case of Orlando Stewart and Clay Stewart vs Charles Fairfield et al, Book 7, page 16 of complete records of said Court to which reference is made for further particulars, which said lots contain, together 23 acres 57 poles be the same more or less. Dated May 21st 1870. See Vol. 84 page 78.

Excepting therefrom the following tract as described in deed from Anna C. Erb Executrix to Riley James, Dated December 11, 1878, being part of original survey No. 9591 and 9798 being the whole of lots No. 2-3-4-5-6 and one acre and 108 poles off the north side of lot No 7 of the sub-division or partition of the Fairfield Estate. (For plat of said division see record of Common Pleas Court of Union County, Ohio, Vol. 7 page 7, bounded and described as follows to wit:

Commencing in the center of the Milford and Union grand road S. E. corner to lot No 1, of said division now owned by Samuel Gibson; thence with the center of said grand road $3^{\circ} 34' N 54^{\circ} 49'$ poles to a point in said road (witness a stone with brick $N 55^{\circ} 1/2' E 30$ feet), thence $N 55^{\circ} 1/2' E 48^{\circ} 49'$ poles to a stone in the C.C. & O. R.R. land to a point within 20 feet of the center of said main track; thence with the east line of said R.R. land 20 feet from the center of said track to a stone the south west corner of said lot No. 1; thence with the south line of said lot No. 1, $S 55^{\circ} 1/2' E 44^{\circ} 57'$ poles to the beginning, containing 16 acres. See Vol. 46. page 404 Union County, Ohio, Records of Deeds.

Among the persons named herein, and in the following proportions to wit:

- To Lewis F. Erb, one sixth (1/6) part.
- To Charles H. Erb, one sixth (1/6) part.
- To George Erb, one sixth (1/6) part.
- To Mary E. Cranston one sixth (1/6) part.
- To William F. Erb one sixth (1/6) part.
- To Elizabeth Erb one sixth (1/6) part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money, and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas, at the Court-House in Marysville, this 21st day of January A.D. 1896.

J. N. Gosnell Clerk.

By Geo. A. Gosnell Deputy.

So commanded by the foregoing writ of Partition, I have executed the same by the oath of M. D. Thompson M. F. Flaherty Ed P. L. Coe, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 23rd day of January A.D. 1896.

Wm. J. Smayorass Sheriff.

Sherriff's Return.

Sherriff's Fee	\$	eta
Service		75
Mileage	1	00
Executing Writ	1	00
Swearing Com.		25
Report	1	00
Return		25
Com-Fees	3	00
Total	7	25

Commissioner's Report.

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Union County, ss.

Court of Common Pleas.

Commissioners
Report.

According to the Command of the writ of partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at \$4651.⁸³

Divided and appraised as follows:

Dwelling House and all lands adjoining	\$ 2834. ⁰⁰
Blacksmith Shop and all property thereto attached	734. ⁰⁰
10 ¹ / ₂ Acres of land, south of Milford Center	1033. ³³

Given under our hands this 23rd day of January, 1896.

W. D. Thompson
W. F. Flaherty } Commissioners.
P. L. Coe }

Afterward on the 9th day of March A.D. 1896, the following Entry was filed in the Clerks office to-wit:

Entry
7006

Louis F. Erb
vs
Chas. H. Erb et al

Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same.

And it appearing from said report that said estate could not be divided by writs and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of said estate at sums following, to-wit:

Dwelling house and all lands adjoining at	\$2834. ⁰⁰
Blacksmith Shop and all property thereto attached (being lots Nos. 2 and 3 in the petition described at	\$ 734. ⁰⁰
Ten and one half (10 ¹ / ₂) acre lot of land South of Milford Center at	\$ 1033. ³³

The Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

And, it appearing to the Court that the said Louis F. Erb, plaintiff herein has by purchase become the owner including his own interest of five sixths (5/6) of all of lots No. 2 and 3 in said petition described, and named in the return of the Commissioners' report as "Blacksmith Shop and all property thereto attached" except the interest of George Erb and Ella Erb his wife being the one sixth of said lots with Blacksmith Shop as described.

And it further appearing to the Court that the said Louis F. Erb has elected to take the said Blacksmith Shop and lots on which they stand at their appraised value,

It is ordered by the Court on good cause shown that the proportion thereof due to the other parties be paid one third Cash and

Balance in one and two years, deferred payments to be secured by mortgage; that upon Louis F. Erb paying the same together with his proportion of the costs in the case including Counsel fee of \$21.75 to L. Piper for his services herein, and his proportion of the taxes and penalty due on said premises amounting in all to \$... The said estate he and it is hereby adjudged to him, and the Sheriff is ordered thereupon to make and execute to him the said Louis F. Erb a conveyance for the same.

And the Court coming now to distribute the proceeds of said estate, it is ordered that the Sheriff upon receiving the same do as above pay:

First: To the Treasurer of Union County \$... being the taxes and penalties due of said premises.

Second: To the Clerk of this Court the costs of this part of this action including Counsel fee of L. Piper \$...

Third: To the plaintiff the five sixths of the balance of the proceeds of the sale of said lots 2 and 3 in said petition described and to the defendants George Erb and Ella Erb the one sixth of the balance of proceeds of said sale in full of their respective rights therein.

And it appearing to the Court that neither of said parties elect to take the remaining part of said estate, to-wit: the dwelling house and lots and the ten and one half (10 1/2) acres of land at the appraised value.

On motion of the plaintiff it is ordered that said estate be sold at public auction on the premises in said County upon the following terms to-wit: One third cash in hand on day of sale; One third in one year and one third in two years from day of sale. Deferred payments to be secured by mortgage upon the premises sold and bear interest at six (6) per cent per annum from day of sale.

And it is further ordered by the Court that an order issue therefor to the Sheriff of Union County, and the Court here further order that said Sheriff make return of his proceedings hereunder to this Court without unnecessary delay and this cause continued.

L. Piper
Attorney for Plaintiff.

Order of Sale in Partition.

Afterward on the 9th day of March A.D. 1896, the following Order of Sale in Partition was issued by the Clerk of this Court to-wit:

The State of Ohio,
Union County, ss. } To the Sheriff of said County, Greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the January Term A.D. 1896, in a certain Petition for Partition, now pending in said Court; wherein Louis F. Erb plaintiff, and Charles H. Erb et al defendants, we command you that, without delay, you proceed to sell at public auction, on the premises, the lands and tenements in said petition described, to-wit:

First Tract: Situate in the said County of Union to-wit: Situate in the Village of Guilford Center in said County, and being all of out-lot No. 33, all of In Lot No. 25, and part of In Lot No. 24 in said

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Village as shown by the plat of said village at the Recorder's office in said County; Excepting from said lot No. 24, 25 feet thereof described as follows: Being the south west part of lot No. 24 in said village of Milford Center; beginning at an iron rod driven in the earth at the south west corner of said lot No. 24; thence with the south line of said lot and the north side of plat street S. 68 1/4° E. 25 feet to an iron rod; thence N. 2 1/4° E. (true meridian) 90 feet to a stone and bricks; thence N. 68 1/4° W. 13 1/2 feet to a stone and bricks; thence S. 44° W. 32 feet with the east side of Mill street to an iron rod; thence S. 21 1/4° W. 60 feet with the east side of said Mill street to the place of beginning containing in all 5/100 of an acre more or less as described in deed from Anna C Erb Executrix to Walter C. Fullington, dated May 24, 1890, and recorded in Vol. 64 page 499, of Records of Deeds in office of Recorder of Union County, Ohio.

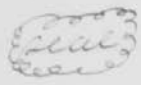
Also another tract or parcel of land situated in Union Township, Union County, Ohio, being part of survey No. 9591, containing 10 1/2 acres and bounded and described as follows to-wit: By Waterman Hill's land on the north; on the east by the Milford and Brown gravel road; on the south by land formerly owned by Samuel Gibson, and on the west by track of C. C. & C. L. R. R. More particularly described as follows:

Bounded on the north by land owned by Samuel Gibson; on the south by land owned by Samuel Gibson; on the west by the Rail Road Company and west by the Delaware branch of the C. C. & C. Rail Road as a track, and on the east by turn pike State road and being lots Nos. 4-5-6-7-8 and 9 of sub-division No. 8 of the Jacob Fairfield Estate as described by recorded plat of said sub-division in partition case of Orlando Stewart and Elsy Stewart vs Charles Fairfield et al, Book 7 page 16, of complete records of said Court to which reference is made for further particulars. which said lots contain together 23 acres and 57 poles be the same more or less.

Dated May 21st 1870, See Vol. 34, Page 73. Excepting therefrom the following tract as described in deed from Anna C Erb Executrix to Riley James; dated December 11th 1878, being part of original survey No. 9591, & 9798, being the whole of lots No. 2-3-4-5-6 and one acre and 108 poles off the north side of lot No. 7 of the sub-division or partition of the Fairfield estate; for plat of said division see records of Common Pleas Court of Union County, Ohio, Vol. 7 page 17, bounded and described as follows to-wit: Commencing in the center of the Milford and Brown gravel road south east corner to lot No. 1 of said division now owned by Samuel Gibson; thence with the center of said gravel road S 84° W. 60 4/100 poles to a point in said road (witness a stone with bricks, N. 55 1/2° W. 30 feet) thence N. 55 1/2° E. 48 4/100 poles to a stone in the C. C. & C. R. R. land to a point within 20 feet of the center of said main track; thence with the east line of said R. R. land 20 feet from the center of said track to a stone the south west corner of said lot No. 1; thence with the south line of said lot No. 1, 55 1/2° E 44 5/100 poles to the beginning, containing 16 acres; See Vol. 46 page 404 Union County, Ohio, Records of Deeds; Terms of sale: One third cash in hand on day of sale; one third in one year, and one third in two years from day of sale. Deferred payments to be secured by mortgage upon the premises sold and bear interest at 6 per cent per annum from day of sale

And that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the seal of the said Court at Marysville this 9th day of March A.D. 1896.



J. N. Russell Clerk.

Sheriff's Return.

The State of Ohio }
Union County, ss:

Sheriff's Fees	\$	25
Service		25
Mileage	1	00
Copy to Printer		25
Postage	18	14
Return		25
Deed	2	00
Recording Writings	3	50
Total	25	39

I received this order of Sale on the 9th day of March A.D. 1896, and in obedience to the Command of the same, I did, on the 11th day of March, 1896, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 11th day of April A.D. 1896, at one O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did, on said 11th day of April A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and there and then came Henry Kaufman who bid for the 10 1/2 acre tract the sum of \$965⁰⁰, and said sum being over two-thirds of the appraised value thereof, and said Henry Kaufman being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of \$965⁰⁰.

And Lots Nos. 1-2-3-4-6 & 7 were struck off and sold to Lewis F. Erb, William F. Erb, John B. Cranston and Mary C. Cranston for the sum of \$2275⁰⁰, the said sum being over two-thirds of the appraised value thereof, and Louis F. Erb, William F. Erb, John B. Cranston and Mary C. Cranston being the highest and best bid, I then and there struck off and sold the same to them for the sum of \$2275⁰⁰.

Wm. V. Snodgrass Sheriff.
Union County, Ohio.

Affidavit of Printer.

The State of Ohio, Union County, ss:

The undersigned being duly sworn, says that a copy of the annexed Notice was published for five consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March, 11, 1896.

Sworn to and subscribed before me, this 10th day of April, 1896

W. D. Shearer.
J. N. Russell Clerk

Sheriff's Sale. 7006

Printers Fees, \$225⁰⁰.

Louis F. Erb

vs

Charles H. Erb et al

Court of Common Pleas, Union County, Ohio.
Order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, April 11, 1896, at or about the hour of One O'clock P.M. on said day, the

Answered
Cross Petition and Cross
of Viola Erb.
Louis F. Erb
vs
Charles H. Erb et al
7006

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Following described real estate, to-wit: Situate in the said County of Union to-wit:

Situate in the Village of Millford Center in said County, and being all of out-lot No. 33, all of in-lot No. 25, and part of in-lot No. 24, in said Village, as shown by the plots of said Village at the Recorder's office in said County, excepting from said lot No. 24, 25 feet thereof described as follows:

Being the southwest part of in-lot No. 24, in said Village of Millford Center, beginning at an iron rod driven in the east at the southwest corner of said lot No. 24; thence with the south line of said lot and the north side of State Street S. 68 1/4° E. 25 feet to an iron rod; thence N. 21 3/4° E. (true meridian course) 70 feet to a stone and bricks; thence N. 68 1/4° W. 13 1/2 feet to a stone and bricks; thence S. 44° W. 32 feet with the east-side of Mill Street to an iron rod; thence S. 21 3/4° W. 60 feet with the east-side of Mill Street to the place of beginning, containing in all 7/10 of an acre, more or less, as described in deed from Anna C. Erb executrix to Walter S. Tullington, dated May 24, 1893, and recorded in Vol. 64, Page 499, of Record & Deeds in office of Recorder of Union County, Ohio.

Dwelling and all land adjoining appraised at \$2834.

Also another tract or parcel of land situate in Union Township, Union County, Ohio, being part of Survey No. 9891, containing 10 1/2 acres and bounded and described as follows to-wit: By Kalamazoo Hills land on the north; on the east by the Millford and Union grand road; on the south by land formerly owned by Samuel Gibson, and on the west by track of C. C. & D. L. R. R.

Appraised at \$1033.83.

Terms of Sale - One third cash in hand on day of sale, One-third in one year and one third in two years from day of sale; deferred payments to be secured by mortgage upon the premises sold, and bear interest at six (6) per cent per annum from day of sale.

J. S. Snowgrass
Sheriff Union County, Ohio.

March 11, 1896.

Afterward on the 30th day of April A.D. 1896, the following Answer and Cross-Petition of Viola Erb was filed in the Clerk's office to-wit:

Louis F. Erb
vs
Charles H. Erb et al
Court of Common Pleas
Union County, Ohio.

And now comes the said defendant Viola Erb and for her Answer to plaintiff's petition herein filed, and by way of Cross-Petition says:

That she is the wife of the said defendant Charles H. Erb. that during their coverture said defendant Charles H. Erb was seized of an estate in fee simple of the undivided one-sixth of the premises in plaintiff's petition described.

That said interest of said Charles H. Erb was sold at Assize's sale to said defendant Charles S. Diamond, subject to the contingent right of dower therein of said defendant Viola Erb, and that said defendant Viola Erb is entitled to her contingent right of dower in said undivided one-sixth

Answered
Cross-Petition
of Viola Erb.
7006

of said premises of which said defendant Charles H. Erb was seized as aforesaid.

Said defendant Viola Erb therefore asks that she be allowed the value of her contingent right of dower as aforesaid in money out of the proceeds of said premises, and for the purpose of ascertaining the same says that she is thirty eight years of age on April 7th 1896, and her said husband Charles H. Erb was forty years of age on December 24, 1895, and for all proper relief in the premises.

John M. Bondrick
Attorney for Viola Erb.

The State of Ohio, Union County, ss:

Viola Erb, the above named defendant, being sworn makes oath that the facts stated in the foregoing Answer and Cross-Petition are, as affiant believes true.

Viola Erb.

Sworn to by said Viola Erb, before me, and signed by her in my presence this 3rd day of April, 1896.

H. C. Bennett
Notary Public, Union County, Ohio.

Afterward on the 7th day of April A.D. 1896, the following Motion was filed by the Clerk of this Court to-wit:

Motion
7006

Louis F. Erb vs Charles H. Erb et al
Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by his counsel and moved the Court for an order directing the Sheriff to survey and divide into lots the tract in the petition described as In Lots Nos. 24, 25, and Out-lots No. 33 in the village of Kellford Center, Ohio, and for cause says:

1st: That the lots are situated in the center of the business portion of the town and as situated would make several lots for business buildings.

2nd: That by so dividing said lots it will give more purchasers an opportunity to buy with more competition and better prices for the property so divided.

L. Ripper Atty. for Plff.

Afterward on the 7th day of April A.D. 1896, the following Entry was filed in the Clerks Office to-wit:

Entry
7006

Louis F. Erb vs Charles H. Erb et al
Court of Common Pleas
Union County, Ohio.

This day this cause came on to be heard on motion of the plaintiff for an order to the Sheriff directing that he cause lots Nos. 24, 25, and 23 in the petition described divided into several smaller lots for reasons in said petition stated.

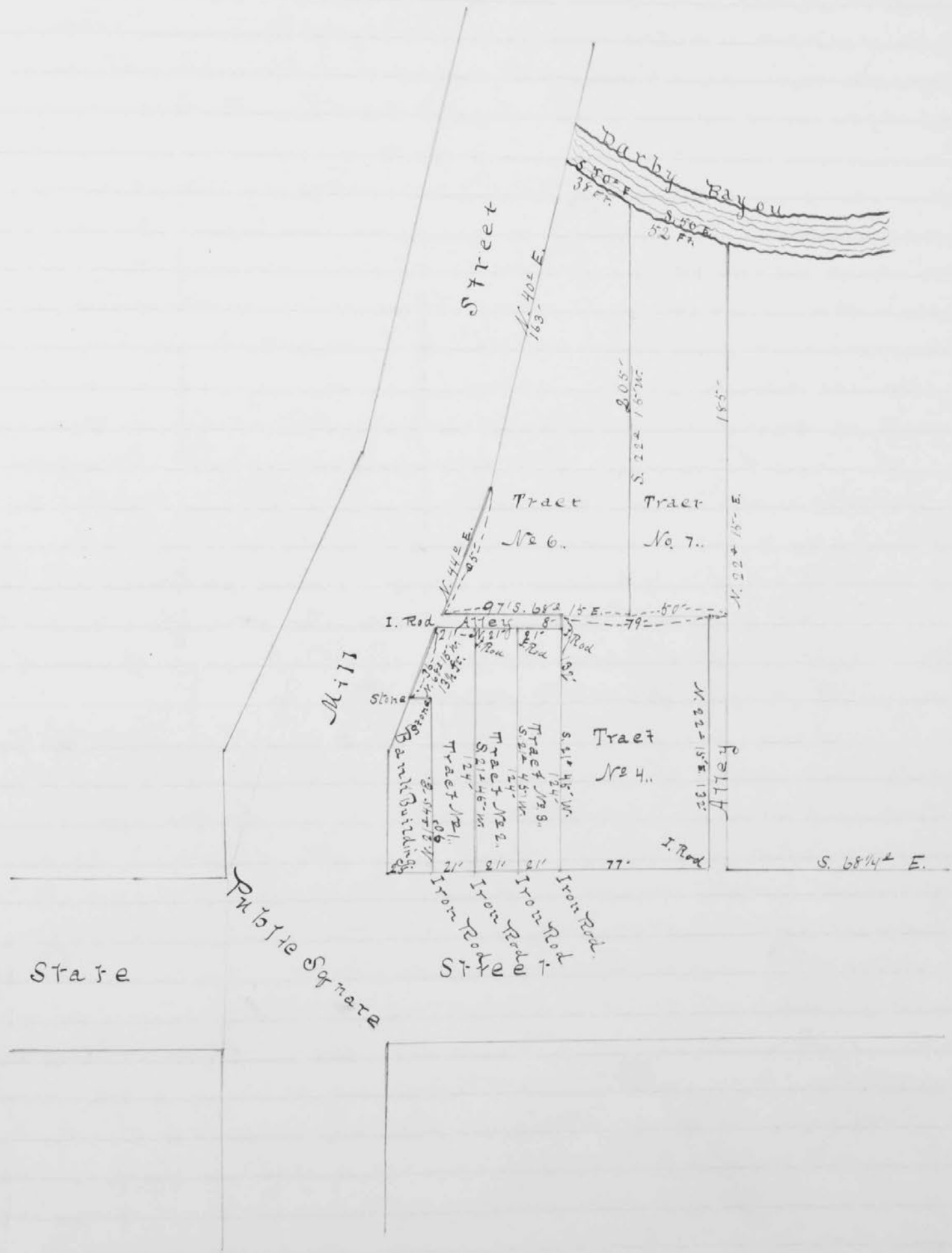
Whereupon the Court being fully advised in the premises do sustain said motion and order that the Sheriff cause the said lots to be divided into smaller lots prior to making sale of same and that a plat of said sub-division be returned with report of sale

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made by said Sheriff and that same be recorded with proceedings in the above entitled cause.

L. Ripper Atty. Gen. Plf.



Answer to
Cross-Petition of
W. C. Fullington
7006

Afterward on the 9th day of April A.D. 1896, the following Answer and Cross-Petition was filed in the Clerk's Office to-wit:
Court of Common Pleas,
Union County, Ohio.

vs
Charles H. Erb et al

Now comes Walter C. Fullington by leave of the Court first obtained, and enters his appearance in the above entitled action as a party defendant therein, and for Answer and by way of Cross-Petition therein says, that on the 12th day of December, 1895, he obtained a judgment at law against the said George Erb and Ella Erb wife of said George Erb, for the sum of One Hundred and Forty Five & 64/100 Dollars (\$145.64) and interest on the same at 8 per cent from said 12th day of December, 1895; and on said last named date said Fullington caused an Execution to issue on said judgment, and by virtue of said Execution the Sheriff of said County of Union for want of personal property on which to levy said Execution, did on said 12th day of December, 1895, levy the same upon the following real estate as the property of said Ella Erb to-wit: On Lots Nos. 24 and 25 and out-lot No. 33, in Milford Center, Union County, Ohio, excepting from said On Lot No. 24 or much of the same as is described in a deed of Anna C. Erb executrix to Walter C. Fullington, dated May 24th 1890, and recorded in Vol. 64 page 499 of Union County record of deeds, and also upon a part of a tract of land in Milford Center, Union County, Ohio, known as the Mill lot, containing 30 poles more or less, and more particularly described in a deed from John B. Cranston assignee of Charles H. Erb to Charles C. Griswold of date June 7, 1892, and found recorded in Vol. 68 page 514, Union County record of deeds to which reference is made for a more particular description.

All of the above real estate is situated at Milford Center, Union County, Ohio, and in all of which the said Ella Erb has as appessor of record the one sixth (1/6) undivided interest.

Said Sheriff also at same time also levied upon the following real estate as appear of record to belong to the said Ella Erb to-wit, situated in the County of Union and State of Ohio, and in the Village of Milford Center and described as follows: Beginning at a point in the south east corner of Pleasant Street, and the proposed extension of Center Street, and running an easterly course, and parallel with the south line of said center Street 110 feet; thence a southerly course 65 feet; thence a westerly course parallel with said center Street 110 feet to a point in the east line of Pleasant Street, thence a northerly course, and parallel with said Pleasant Street 65 feet, to the beginning, containing Eighteen or so more or less and being part of out-lot No. 22 of said Village. This last tract is the residence of the said George and Ella Erb, and is not included in the said partition proceedings, and which as appears of record is all owned by the said Ella Erb.

The Sheriff also levied upon the following described real estate and which is included in said partition proceeding, and in which the said Ella Erb as appear of record has and owns a one sixth (1/6) interest to-wit, lying and being in Union County, Ohio, and near Milford Center, and part of survey No. containing ten and one-half (10 1/2) Acres more or less, bounded by Captain Hill's land on the north, on the east by the Milford and Spring gravel road, on the south by land formerly owned by

Answer of
W. C. Fullington
& Griswold.
7006

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Samuel Gibson, and on the west by the track of the C.E.C. & L.Ry Co. This answering defendant avers that he by the judgment and Lewis above mentioned obtained and has a lien on all the interest of George Erb and Ella Erb, in and to all the real estate above described.

This defendant further says that no part of said judgment has been paid, and that there is due on the same to him from said George and Ella Erb the sum of \$145.64 with 8 per cent interest from December 12, 1895.

Said Fullington therefore asks that when said premises are sold at said partition sale in this case, that out of the proceeds thereof he be paid from the distribution share of said Ella Erb the amount due to him with the interest as above set forth and his costs, and that this may be done whether said share proves on the hearing to belong to either the said Ella or the said George Erb, as his judgment is as aforesaid against them both jointly.

And he asks all other and further relief to which he may be entitled.

Porter & Porter

Attorneys for said Fullington.

The said Walter C. Fullington being duly sworn, makes oath that the facts stated in the foregoing pleadings are true as he believes.

Walter C. Fullington.

Sworn to by Walter C. Fullington before me, and signed by him in my presence this 9th day of April, 1896.

Seal

J. H. Gosnell Clerk.

Answer of
Wm. Linnis &
Ed. Linnis.

7006

After and on the 11th day of April A. D. 1896, the following Answer and Cross-Petition was filed in the Clerk's office, to-wit:

Lewis F. Erb

Court of Common Pleas

Union County, Ohio.

Charles H. Erb et al

Wm. Linnis & Linnis by leave of the Court first had entire appearance in the above entitled case, and for Answer and by way of Cross-petition in the case says, that on the 16th day of January, 1892, by the consideration of the Court of Common Pleas of said County of Union, obtained a judgment against Charles H. Erb and the said George Erb for the sum of \$418.14 with interest at 8 per cent on \$392.47 from November 16, 1892, and interest on \$25.67 at 6 per cent from same date November 16, 1892.

Said \$392.47 being a balance due this answering defendant upon a promissory note of \$1070.90, given to it by said Charles H. and George Erb, under the firm name of Erb Bros. on the 5th day of January, 1889, and said \$25.67 being a balance on account against said Charles H. and George Erb existing at and running from January, 1891.

That this defendant caused an execution to issue on said judgment February, 1896, and the Sheriff of this County, for want of goods and chattels to satisfy said execution levied upon the following described real estate as the property of said George Erb to-wit: On lots Nos. 24, and 25 and out-lot No. 33, all in the Village of Guilford Center, Union County, Ohio, excepting from said lot No. 24 that part of the same deeded by Anna C. Erb execution to Walter C. Fullington on May 24, 1890, and recorded in Vol. 64, page 499 in Union County record of deeds.

Also a part of a tract of land known as the Hill lot, in
Milford Center, in said County, said part containing thirty five poles
more or less, and fully described in a deed made by John B. Cranston
as assignee of Charles H. Erb on the 7th day of June, 1892, to Chas. C. Griswold
and found recorded in book or Vol. 68, page 514, in Union County record
of deeds, to which reference is made for a more particular of the same.

Also ten and one-half (10½) acres of land in said County of
Union and near Milford Center, and for a more full description
of the same reference is made to said deed made by said John B. Cranston
as assignee of Charles H. Erb on the 7th day of June, 1892, to Chas. C. Griswold
and recorded in Vol. 68, page 514 of Union County record of deeds.

In all the above described real estate, the said George Erb as this an-
swering defendant avers was the owner of one undivided one-sixth (1/6) part.

The Sheriff also levied to satisfy said execution upon the follow-
ing real estate which was the residence of said George and said
Ella Erb his wife, to wit: Situate in Union County, Ohio, and in the
village of Milford Center, and described as follows;

Beginning at a point in the south east corner of Pleasant
Street, and the proposed extension of Center Street, and running an
easterly course, and parallel with the south line of said Center Street
110 feet, thence a southerly course 55 feet, thence a westerly course par-
allel with said Center Street 110 feet, to a point in the east line of Pleas-
ant Street, thence a northerly course and parallel with said Pleasant
Street 55 feet to the beginning containing (18) Eighteen feet more or
less and being part of lot No. 22 of said village.

This answering defendant says that no part of said judgment
has been paid, but the same with the interest is still due and unpaid to
this defendant.

This defendant says that while said claims above set forth
were in full force and subsisting to wit, on the 23rd day of January
1893, the said George Erb for the purpose of defrauding his creditors,
and especially this defendant, conveyed by quit claim deed, the real
estate herein last above mentioned and described, to his wife the said
Ella Erb under the pretended consideration of \$1500, but this defendant avers
that the said Ella Erb paid no consideration whatever for said premises
and bound herself to pay no consideration, but said pretended deed was
made to defraud as aforesaid.

This defendant further says that on the 10th day of July, 1895,
the said George Erb also to defraud his creditors, and especially this defen-
dant, and to prevent the collection of its said claims, made another
quit claim deed to his said wife Ella Erb (through a trustee to wit Frank
L. Reynolds) who on July 12th 1895, deeded by quit claim to said Ella;
she the said Ella not paying or binding herself to pay, any consideration
therefor, said lots No 24, 25, 33 and said 10½ acres tract above described,
all of which was done for no other purpose but to defraud the creditors
of him the said George Erb, and especially this defendant as aforesaid.

This defendant therefore prays that on the hearing of the
question of the distribution of the proceeds of said sale in this case,
that the said deeds so made by said George Erb to his said wife, be
adjudged and decreed fraudulent and void because done to defraud

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as above set forth, and that said deed be set aside and held for naught, and that said proceeds, which would otherwise go to said Ella or to said George Erb, be applied by the order of this Court to the claims and judgments of this answering defendant according to the priority and lien of defendants judgment and levy aforesaid, and that the liens against said George Erb be adjusted according to their priorities, and the equities of the parties herein, and this defendant asks all other and further relief, which he may be entitled to because of the facts herein above set forth &c.

Porter & Porter
Attys. for said answering defendant.

John L. Porter, being sworn makes oath that he is one of the Attorneys for the said Wm. Ernie Linnis & Griswold, that said answering defendant are non-residents of said County of Union, and each and every member of the firm composing the firm of Wm. Ernie Linnis and Griswold are all non-residents of said County - Affiant further makes oath that the facts stated in the foregoing pleadings are true as he believes.

John L. Porter

Sworn to by John L. Porter before me, and signed by him in my presence, this 11th day of April, 1896,

[Signature]

J. H. Kosmull Clerk

Answer of Ella Erb 7006

Afterward on the 13th day of April A.D. 1896 the following Answer of Ella Erb was filed in the Clerks office to-wit:

Lewis F. Erb vs Charles A. Erb et al
Court of Common Pleas, Union County Ohio.

The defendant Ella Erb now comes and for her answer to the answer and Cross-Petition of Wm. Ernie Linnis & Griswold & Co. says, That she denies that the conveyances described and set forth in the answer and cross-petition aforesaid were made to her by the said George Erb and F. H. Reynolds without consideration or for the purpose of defrauding the said Wm. Ernie Linnis & Griswold & Co. and she denies that the levies alleged in said answer and Cross-Petition were made prior to said conveyance and avers that the same were made long after said pretended levies.

This defendant says that the conveyances were made to her upon a full consideration paid of her own means and money long before any attempted levy.

That the residence property referred to was before the incurrence of said indebtedness conveyed to her by George Erb her husband and was that all unimproved lot on which the house and other improvements have since made and are which there is now a mortgage of \$8000.

This defendant says she is the wife of the said George Erb, and that they are living together as such, and that she is thirty years of age; that he was seized of 1/2 of said real estate in which 1/2 this defendant was seized of contingent right of dower.

This defendant therefore prays that she may have ordered to be paid to her distributive share resulting from said sale - or if the Court should not so order then that she may have ordered to be paid to her

out of the proceeds of said sale in money her dower in the premises in said answer and Cross-petition described, and for all proper relief.

By *Agus Agus*
Attorneys for Ella Erb.

State of Ohio, Union County, ss:

Ella Erb being sworn, says the facts stated and allegations contained in her foregoing answer are as she believes true.

Ella Erb.

Sworn to before me and signed in my presence this 13th day of April A.D. 1896.

J. N. Kosmull Clerk.
By J. W. A. Kosmull Deputy.

Afterward on the 22nd day of April A.D. 1896, the following Entry was filed in the Clerk's office to-wit:

Entry.
7006

Louis F. Erb vs
Charles H. Erb et al
Court of Common Pleas,
Union County, Ohio.

On motion of plaintiff and upon producing the return of the Sheriff of his proceedings and sale under former order of this Court and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed.

And said Sheriff is ordered by deed duly executed to convey said premises to the purchaser as follows to-wit:

Tract No One (1) being all of sub-lot No 33 and sub-lots Nos 24 and 25 excepting the portion of said lot-24 conveyed to W. C. Fullington as in the petition described, to Louis F. Erb, William F. Erb, John B. Cranston and Mary C. Cranston: all of tract No Four (4) as in the petition described to-wit: the 1 1/2 acres of land Henry Kaufman.

It is further by the Court ordered that out of proceeds of said sale the Sheriff pay:

First: To the Treasurer of Union County \$75.65 being the taxes and penalty due on said premises.

Second: To the Clerk of this Court the costs of this action (including counsel fee to L. Piper \$101.48) for his services herein) taxed to \$175.45.

Third: And of the residue of proceeds of said sale to the plaintiff Louis F. Erb one sixth (1/6) part of cash and notes.

To the defendant C. C. Driscoll as the assignee of the interest of Charles H. Erb, the one sixth (1/6) part of cash and notes less the value of the contingent dower of Viola Erb wherein which the Court find to be \$26.00.

To the defendant Mary C. Cranston the one sixth (1/6) part of cash and notes.

To the defendant William F. Erb the one sixth (1/6) part of cash and notes.

To the defendant Elizabeth Erb the one sixth (1/6) part of cash and notes.

And it is further by the Court ordered that out of the distributive

Answer &
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Share of George Erb and the said Ella Erb or either of them to pay the amount of the judgment of said Walter C. Sullington of \$145.64 and the costs therein taxed to & against the said George Erb and Ella Erb with 8 per cent interest from December 12th 1895; according to its priority and as to the answer and Cross-Petition of Mrs. Emma Linnis & Griswold and also the answer and Cross-Petition of Louis F. Erb herein filed this cause is continued.

L. Piper Atty, for Plff-
Prodrick for Evida Erb
Porter Porter for Sullington
Ed McEune Linnis & Griswold

Attest,
J. M. Gosnell
Clerk.

Answer & Cross-Petition of Louis F. Erb. 7006
Afterward on the 26th day of June A.D. 1896, the following answer and Cross-Petition of Louis F. Erb was filed, to-wit:
Louis F. Erb, Comt of Common Pleas,
Union County, Ohio,
vs
Charles H. Erb et al

And now comes Louis F. Erb and by leave of the Court first had and by way of answer and cross-petition in the above entitled cause says that on the 2nd day of December A.D. 1895, he recovered a judgment against the defendant herein, George Erb before O. N. McAdow, a justice of the peace in the township of Union, County of Union and State of Ohio, for the sum of One Hundred Twenty Nine and 19/100 Dollars (\$129.19) and his costs therein expended in the sum of Eleven and 99/100 Dollars (\$11.98).

That afterward to-wit, on the 2nd day of December A.D. 1895, the plaintiff herein Louis F. Erb took transcript of said proceedings from the docket of the said O. N. McAdow as said justice of the peace to J. N. Gosnell, Clerk of the Court of Common Pleas of said County of Union, and which said transcript was by said Gosnell as said Clerk filed at 4 O'clock P. M. of said 2nd day of December and entered upon the Execution Lien Docket one of the books of record in said Court in Vol. 2, page 5802.

That the said 2nd day of December A.D. 1895, was the last day of the September Term of the Court for the said year 1895.

That afterward to-wit, on the 23rd day of December A.D. 1895, Execution was issued upon the aforesaid judgment by the Clerk of said Court of Common Pleas directed to the Sheriff of the said County of Union for the amount of said judgment and costs.

That afterward to-wit, on the 21st day of February A.D. 1896, the said Sheriff made his return of the said execution to the said Court in the words and figures following, to-wit:

"The State of Ohio, Union County ss:

Received this writ December 23rd 1895, at 10 O'clock A.M. and pursuant to its command on the 23rd day of December 1895, for want of goods and chattels I levied this writ in the following real estate, situated in the County of Union, in the State of Ohio and in the township of Union.
Continued on page 564 of this Volume.

On the 8th day of January A.D. 1894, the following Alias Vende
Exponas was issued by the Clerk of this Court to the Sheriff of Union
County, Ohio, on a judgment of \$39.65 and \$13.65 costs of which J. M.
Kennedy obtained against Elizabeth Reed, before W. C. Cooper, a
Justice of the Peace within and for said County, on the 15th day of
September A.D. 1894.

Alias
Vendi.
L. No. 576

J. M. Kennedy vs Elizabeth Reed
Court of Common Pleas
Union County, Ohio.

The State of Ohio, Union County, Ohio,
To the Sheriff of said County - Dredging.

You are hereby commanded, of the following real estate of
Elizabeth Reed you cause the following described real estate situated in
the County of Union, and State of Ohio, and bounded and described as
follows to wit:

Beginning at a block and Hickory North east corner to Balsam
Kings survey N² 49⁵³, thence with said Kings line N. 60² W. 86 poles to a
stake in said line, thence N. 24^{1/2} E. 114 poles to two thorns and a Walnut
on the south bank of Big Darby Creek; thence down the Creek with meau-
derings thereof to two thorns and elm upper corner on the Creek to eighty
acres this day annexed to Lewis Low by William Reed and others; thence
S. 24^{1/3} W. 116 poles to a Walnut and Elm another of Lewis's; corners in
line of John Kings land; thence with Kings line N. 69² W. 12 poles to
the beginning containing seventy acres of land more or less, being
part of survey N² 72 46. Excepting therefrom the following tracts:

Beginning at a stake in the center of the Marysville and London
gravel road and in the north line of Survey No. 4982, thence with the
center of said road N. 15² E. 21 poles to a stake in the center of said road
and 40 feet from the center of the P. C. & St. L. Ry. track; thence N. 68² W. 81^{1/2}
poles parallel with the center of said Rail way track and 40 feet from the
center thereof to a stake; thence S. 88² W. 5⁶⁷ poles to a stone in the north
line of Survey N² 4982; thence with said line S. 55² W. 86 poles to the
place of beginning, containing six acres and 87 poles of land being
part of Survey N² 3311 and 3312.

2nd Tract: Part of Survey N² 3311 and 3312 beginning at a stake
in the south line of said survey and in the center of the Marysville
and London gravel road; thence with the center of said road N. 20^{3/4} E.
(Course corrected to meridian) 28^{3/4} poles to the south line of the lands of
the P. C. & St. L. R.R. and 40 feet from the traveled track thereof; thence S 66²
E. 30^{3/4} poles parallel with and 40 feet from the traveled track of said R.R.
to a stone in the line of James Martins land; thence with his line S. 26^{1/2}
W. 25^{3/4} poles to a stone and brick corner to James Martins land; thence
N. 56² W. with an old survey line 28^{3/4} poles to the place of beginning con-
taining 4 acres and 30 poles of land.

3rd Tract: On Survey 3311, beginning at a stake in the northwesterly
line of the P. C. & St. L. R.R. and in the center of the London gravel road;
thence with the center of said road N. 21² E. 39^{3/4} poles to an iron pin
with an eye at top in the road from Clifford to Unionville; thence with
the center of said road N. 73^{1/2} W. 73^{3/4} poles to a stake in the west line
of the lands of said Elizabeth Reed; thence with said line S. 35² W. 29^{3/4}

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poles to a stake in the said line of said Rail Road (25) feet from the center of the main track; thence with said line and parallel with said R.R. track S. 65 1/4° E. 80 88/100 poles to the beginning containing 16 3/4 acres, which you lately, according to our command, levied upon, and now in your hands remaining unsold, to be exposed to sale to satisfy a judgment for the sum of thirty nine & 67/100 Dollars and thirteen & 65/100 Dollars, costs of suit, which, by the judgment of Wm. C. Cooperidor a Justice of the Peace within and for said County, on the 15th day of September A.D. 1894. J. C. Kennedy recovered against the said Elizabeth Reed as appears by the transcript of said judgment; filed and entered upon the Execution Docket of the Court of Common Pleas for said County, on the 1st day of December A.D. 1894, with interest thereon from the 15th day of September A.D. 1894, until paid, and also the costs of increase on said judgment, and the accruing costs thereon.

And you are hereby further commanded, if in your opinion the property in your hands unsold is insufficient to satisfy the judgment aforesaid, to levy the same of the further goods and chattels; and for the want thereof, then of the lands and tenement in your county, of the said Elizabeth Reed sufficient to satisfy the judgment aforesaid, and have the money arising from such sale before the said Court of Common Pleas, within sixty days from the date thereof, to render unto the said J. C. Kennedy; and have you then and there this writ, with your doings under the same duly endorsed thereon.

Witness my hand and the seal of said Court, at
 Marysville this 8th day of January A.D. 1896.
 J. N. Roswell Clerk

Sheriff's Return.

The State of Ohio,
 Union County, } ss.

Sheriff's Fees	\$	25
Service		25
Levy		25
Sum. Appraisers	1	20
Swearing	"	25
Comm.	1	00
Writing Appraisal		25
Copy of "		25
Notice to Printer		25
Affidavits-Mileage	1	28
Poundage	2	45
Return		25
Total	7	68
Appraisers Fees	3	00

In obedience to the command of the Venue, hereto annexed, I did on the 17th day of January, 1896, summons J. P. Martin, M. Hopkins and J. F. Woods, three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterwards on the 17th day of January A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$244.50.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County,

And on the 22nd day of January, 1896, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale at the door of the Court-House of said County, on the 29th day of February A.D. 1896, at one o'clock P.M. of said day.

And having advertised said lands and tenements for more than thirty days previous to the day of sale to wit: 5 consecutive weeks; and in pursuance of said writ, I did, on said 29th day of February A.D. 1896, at the time and place above mentioned, proceed to offer said lands and

tenements at public sale at the door of said Court House, and then and then came Amelia J. Robinson who bid for the same the sum of \$163.25; and said sum being over two thirds of the appraised value thereof, and said Amelia J. Robinson being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to her for the sum of \$163.25.

Wm. S. Swyglass Sheriff.

Afterward on the 21st day of January A. D. 1896, the following

Motion was filed in the Clerks office to-wit:

Motion
L. Doe, 5760

J. M. Kennedy
vs
Elizabeth Reed

Court of Common Pleas,
Union County, Ohio

Now comes J. M. Kennedy and moves the Court to order a survey and new description of so much of said lands of said defendant as is subject to levy and sold after setting off to the defendant her legal homestead, and for cause states that it will be very much less expensive to advertise the same and the same will have to be surveyed to the purchaser, it is further moved that the Sheriff be ordered to advertise and sell by the new description

J. M. Kennedy
Attorney for Plaintiff.

Afterward on the 21st day of January A. D. 1896, the following Entry was filed in the Clerks office to-wit:

Entry
L. Doe, 5760

J. M. Kennedy
vs
Elizabeth Reed

Court of Common Pleas,
Union County, Ohio

On motion of the Court in this case the Court being fully advised in the premises do find for said motion and order a survey of the premises levied on in this case and order that the Sheriff advertise and sell said premises as per said survey.

On the 2nd day of March A. D. 1896, the following description of the land as surveyed by J. M. Kennedy was filed in the Clerks office to-wit:

Description
L. Doe, 5760

J. M. Kennedy
vs
Elizabeth Reed

Court of Common Pleas,
Union County, Ohio

Lands situated in Darby Township, Union County, Ohio, and part of Survey No 3311 and 3312, bounded and described as follows; Beginning at the junction of the London Gravel Road with the Milford and Unionville Gravel Road; thence with the center of the London Gravel Road S. 21° W. 39° poles to a stake in the north line of the P. C. & St. L. Railway Companies land; thence with said line S. 65° 30' E. 30° poles to a stake; thence N. 26° E. 42 1/2 poles to a stake in the center of the Milford and Unionville Gravel Road; thence with the center of said road N. 70° 30' W. 34 1/2 poles to the place of beginning, Containing 8^{1/2} Acres more or less.

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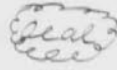
Affidavit
of Printer.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with January 29th 1896.

H. O. Shearer.

Sworn to and subscribed before me, this 3rd day of March, 1896.



J. N. Roswell Clerk

Printers Fees, \$13.25

Shuff's
Sale.

J. M. Kennedy
vs

Court of Common Pleas,
Union County, Ohio.

Elizabeth Reed

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansfield Ohio, on Saturday February, 29, 1896, at or about the hour of one o'clock P.M. on said day the following described real estate to-wit: Situation in the Township of Darby, County of Union, and State of Ohio, and bounded and described as follows: Part of survey Nos. 3811 & 3812, bounded and described as follows: Beginning at the junction of the London Grand Road with the Milford and Unionville Grand road; thence with the center of the London grand road S. 21° W. 39th poles to a stake in the north line of the P. C. & O. L. Railroad's Company's land; thence with said line S. 65° E. 30th poles to a stake; thence N. 26° E. 42th poles to a stake in the center of the Milford and Unionville grand road; thence with the center of said road N. 10° 30' W. 34th poles to the place of beginning containing 8th acres, more or less.

Appraised at \$80 per acre. Terms of sale, Cash.

January, 29, 1896.

Wm. A. Woodgrass Sheriff.

Afterward on the 9th day of March A.D. 1896, the following Entry was filed in the Clerk's office to-wit:

Entry
L. Doc 5760

J. M. Kennedy
vs

Court of Common Pleas, Union County, Ohio.

On Execution.

Elizabeth Reed

Now comes the plaintiff and moves the Court to confirm the sale heretofore made in this case, and the Court after examining the return of the Sheriff do hereby approve and confirm the sale made herein, and Sheriff is ordered to make a deed to said purchaser upon the payment of said purchase money.

J. M. Kennedy Atty of Plff.

Afterward on the 8th day of June, A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry
L. Doc. 5760

J. M. Kennedy
vs

Court of Common Pleas,

Union County, Ohio.

Elizabeth Reed

This day this cause came up on a Motion of defendant to order the payment to defendant by the Sheriff of Union County, Ohio, the surplus purchase money arising out of the sale of the land in this case amounting to \$72th which amount remained in the Sheriff's hands after paying the judgment in this case.

And the Court being fully advised in the premises grants said Motion and orders said Sheriff to pay over to said defendant or per order the said sum of \$72th so remaining in his hands from the sale of said land after paying the judgment aforesaid.

Attest,

J. N. Roswell, Clerk.

Case continued and held at the Court House in Marysville within and for the County of Union, in the South Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Rice Judge of said Court of the Term of January to-wit, on the 13th day of January in the year of our Lord, One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 7th day of November A.D. 1895; The Connecticut Mutual Life Insurance Company filed in the Clerk's office of the said Court of Common Pleas the following Petition against Sylvanus Taylor et al to-wit:

Petition
6989

The Connecticut Mutual Life Insurance Company,

Court of Common Pleas
Union County, Ohio.

Sylvanus Taylor, and
Amelia Taylor his wife, Ed
Mattie Ross.

The said plaintiff, The Connecticut Mutual Life Insurance Company, a Corporation duly organized under and by virtue of the laws of the State of Connecticut, and authorized to do business in the State of Ohio, complains of the defendants, and for its first cause of Action says:

That on the 11th day of July A.D. 1889, the said defendant Sylvanus Taylor, made, executed and delivered to plaintiff, his certain principal promissory note, a true copy of which, with all credits and endorsements thereon, is in the words and figures following, to-wit:
No 78 \$2500.

First mortgage Note and Coupons.

Marysville, Ohio, July 11th 1889.

Five years after date I promise to pay to the order of the Connecticut Mutual Life Insurance Company, Twenty Five Hundred Dollars.

Negotiable and payable at the office of said Company in Hartford, Conn.

Value received with interest at eight per cent per annum after due until paid.

The interest on this note to maturity, is represented by coupon interest notes hereto attached, which, with this principal note, are secured by first lien on property described in the mortgage deed given to secure the same. This note is payable without grace.

The maker has the right to prepay this note in installments of \$100. or any multiple thereof at any interest pay day, and such payment shall stop interest at the rate of six (6) per cent per annum on the amount so paid, from time of such payments.

Sylvanus Taylor.

That this plaintiff is now the legal owner and holder of said promissory note, and that no payments have been made thereon and the same is due and wholly unpaid.

That there is now due plaintiff on said promissory note from said defendant Sylvanus Taylor the sum of Twenty Five Hundred Dollars (\$2500.00) with interest on \$2500.00 thereof at the rate of 8 per centum per annum payable annually, from the 11th day of July A.D. 1895; for which amount plaintiff asks judgment.

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For Second cause of Action plaintiff says: That at the same time place and date and as a part of the same transaction the said defendant Sylvanus Taylor executed to the plaintiff his ten certain Coupon interest notes representing and evidencing the same annual installments of interest payable on said principal note all bearing said date and payable to the order of the plaintiff in 6-12-18-24-30-36-42-48-54-60 months after said date respectively each for the sum of \$75. with eight per cent interest per annum after maturity.

That all of coupon interest notes were paid as they severally became due.

That about the maturity of said principal note the said Sylvanus Taylor and Amelia Taylor, his wife, applied to the plaintiff for an extension of the time of the payment of said principal note for a another period of five years from the 11th day of July 1894, and said extension was granted in and upon consideration that the said defendant Sylvanus Taylor should execute to the plaintiff his ten coupon interest notes, representing the semi annual installments of interest payable on said principal note for and during said extension period, all bearing date July 11, 1894 and payable to the order of the plaintiff in 6-12-18-24-30-36-42-48-54-60 months after said last-named date respectively, each for the sum of \$75. with eight per cent interest after maturity; and that in consideration of the granting of said extension, the said Sylvanus Taylor did then and there execute to the plaintiff his certain ten coupon interest notes accordingly.

The said extension agreement is made in writing and a true copy of which is filed herewith and made a part hereof marked exhibit "A" as full as if the same were herein at this place incorporated.

That it is further stipulated and agreed in and by said extension agreement; that in the event of neglect or refusal of the said Sylvanus Taylor to promptly pay during said extended period interest payments as they severally became due, that said extension agreement should be null and void and that said principal note as well as all over due and accrued interest should at once become due and payable and that said mortgage might be foreclosed.

That the first one of coupon interest notes maturing in 6 months after said July 11th, 1894 was paid.

That the remaining 9 of said coupon interest notes for said extended period are wholly unpaid, each and all, and the plaintiff is still and now the legal owner and holder of said 9 unpaid coupon interest notes.

That a true copy of the second of said coupon interest notes is in the words and figures following to-wit:

\$75.

Marysville, Ohio, July 11, 1894.

Twelve months after date I promise to pay to the order of The Connecticut Mutual Life Insurance Company, Seventy Five Dollars Negotiable and payable at the office of said Company in Hartford Connecticut. Value received with interest at 8 per cent per annum after maturity. This note is payable without grace.

Sylvanus Taylor.

That said second coupon interest note is due and wholly unpaid.

That there is now due the plaintiff on said coupon interest note above set out, from said defendant Sylvanus Taylor, the sum of \$75. with interest on \$75. at the rate of eight per cent per annum from the 11th day of July 1895, for which amount the plaintiff also asks judgment:

That by reason of the non-payment of the last named coupon interest note at maturity, the said extension agreement is null and void according to the terms therein and said principal note set out in the first cause of action is now due and payable.

For third cause of action the plaintiff says:

That all allegations and averments made in respect to said promissory notes, set forth in its 1st and 2nd causes of action, are hereby made a part of this its third cause of action.

That in order to secure the payment of said promissory notes set forth in its said 1st & 2nd causes of action; and the interest accruing thereon, the said defendants Sylvanus Taylor and Amelia Taylor, his wife executed, acknowledged and delivered to the plaintiff, The Connecticut Mutual Life Insurance Company their mortgage deed, on said 11th day of July, A.D. 1889, and thereby conveyed to the plaintiff, The Connecticut Mutual Life Insurance Company, its successors and assigns forever the following described premises, lands and tenements, to-wit:

Situate in the Township of York, County of Union, and state of Ohio; beginning at a stake in the center of Bokers Creek; thence S. 82 $\frac{1}{2}$ ° E. 2 $\frac{1}{2}$ ° poles to a stake southwest corner to a lot of $\frac{1}{2}$ acre owned by Mrs. D. W. Mitchell; thence with a line of said lot N. 8 $\frac{1}{2}$ ° E. 13 $\frac{1}{2}$ ° poles to a stake and stone corner of said lot and in the center of the Waldo and East Liberty road and in the south line of Johnson's land; thence with the said road N. 82 $\frac{1}{2}$ ° W. 236 $\frac{1}{2}$ ° poles to a stake and stone; thence S. 72° 39' W. 98 poles to a stake in the original south line of survey N^o 3237; thence with said line and south line of said survey N^o 3468 S. 82° 4' E. 263 $\frac{1}{2}$ ° poles to a stake in the center of Bokers Creek; thence up the creek with the meanders to the beginning containing 141 $\frac{3}{4}$ acres more or less and being part of survey 3237 and 3468.

Also a part of survey N^o 3468 described as follows - Commencing at a stone planted with pieces of brick under it 13 rods N. 8 $\frac{1}{2}$ ° West from the center of the Marysville and Summerville gravel road, and 13 rods S. 9° West from the Richwood, Summerville and York Center gravel road being in the west and south margin of two alleys in the town of Summerville; thence with the west margin of one of the alleys S. 9° W. 27 poles to a stone with brick under it; thence S. 81° E. 13 poles to the center of the Marysville and Summerville gravel road; thence with the center of said road S. 9° W. 28 $\frac{1}{2}$ ° poles to a stake witness a stone in the west margin of said road; thence S. 56 $\frac{1}{4}$ ° W. 23 poles to the center of Bokers Creek witness a stone on the bank of said creek; thence with the center of said creek with the meanderings thereof to the line of D. Taylor's land witness a stone on the bank of said creek 13 poles from the Richwood, Summerville and York Center gravel road; thence parallel with the center of said road S. 81° E. 25 $\frac{1}{2}$ ° poles to the place of beginning, containing 10 acres and 54 poles more or less and contain-

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The said defendant Amelia Taylor, wife of said Sylvanus Taylor joined her said husband in the execution, acknowledgment and delivery of said mortgage deed, and thereby did remise, release, and forever quit-claim unto the plaintiff, The Connecticut Mutual Life Insurance Company, its successors and assigns forever, all her right and title of Dower in and to the above described premises.

On the 13th day of July A. D. 1889, at 8 O'clock A. M. of said day said mortgage deed was left for record in the office of the Recorder of said County of Union, and the same was duly recorded by him in Volume 28 Page 61 of Records of Mortgage Deeds, on the 18th day of July A. D. 1889.

Said mortgage deed has a certain condition thereunder written, that if the said mortgagors their heirs, assigns, executors or administrators, shall will and truly pay said principal promissory note, together with said Compound interest notes as they should severally become due, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void; otherwise to be and remain in full force and virtue in law.

The conditions of said mortgage deed has been broken, and the same has become absolute by the non-payment of said promissory note and the interest accruing thereon, as herein set forth.

The plaintiff by virtue of said mortgage deed has a good and valid claim upon the premises therein described, which is the first and best-claim thereon.

That all the other defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but the plaintiff is unable to state the nature or extent thereof, other than that all such liens and claims, if any are junior and subordinate to the lien of the plaintiff's said mortgage.

The plaintiff prays that all of the defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto.

Therefore, the plaintiff, The Connecticut Mutual Life Insurance Company, prays judgment against the said defendant Sylvanus Taylor for said sum of Twenty five hundred and seventy five dollars (\$2575⁰⁰), with interest on \$2575⁰⁰ thereof at the rate of eight per centum per annum, payable annually, from the 11th day of July A. D. 1895.

And the plaintiff further prays that the priority of the several liens and claims on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first to the taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the plaintiff's lien in its proper order of priority, and if said premises should not call for a sum sufficient to satisfy the plaintiff's lien, that an execution issue, as upon judgments at law, for any unsatisfied balance, and that it may have such other and further relief as in equity it may be entitled to.

The Connecticut Mutual Life Insurance Company
By J. H. Pinkade Esq
Holstein El Barrett

Its Attorneys.

"A" Whereas, on the 11th day of July A.D. 1889, The Connecticut Mutual Life Insurance Company, of Hartford, Connecticut, loaned to Sylvanus Taylor the sum of Twenty five hundred dollars (\$2500⁰⁰), to secure the payment of which the said Sylvanus Taylor executed a note for said sum of money due and payable on the 11th day of July A.D. 1894, at the office of The Connecticut Mutual Life Insurance Company, in the City of Hartford, and state of Connecticut; and further secured the repayment of such loan and note by a duly executed and acknowledged Mortgage deed which is recorded in the Recorder's office of Union County Ohio, in Book 28 page 61, and to which note and Mortgage deed reference may be had, and upon which principal note there remains now unpaid the sum of Twenty Five Hundred Dollars (\$2500).

And whereas, the said Sylvanus Taylor is now the legal owner of the premises described in said Mortgage deed and has made application to the said The Connecticut Mutual Life Insurance Company to extend the time of payment of said unpaid sum for five (5) years from the maturity thereof, said unpaid sum to bear interest at the rate of 6 per centum per annum, payable semi annually on the 11th day of January and July during such extended term of payment, and until paid, according to ten (10) interest notes signed by him and has further agreed, to well and truly and promptly observe fulfill, and perform all and singular the other covenants and agreements on his part in said Mortgage deed contained and agreed to be kept and performed according to the true intent and meaning thereof.

And whereas Amelia Taylor wife of said Sylvanus Taylor joins herein and consents to this extension.

Now, therefore, the said The Connecticut Mutual Life Insurance Company, in consideration of the covenants and agreements on the part of the said Sylvanus Taylor hereinbefore contained, the prompt and faithful performance whereof is a condition precedent, and time being the essence of this contract, hereby agrees to extend the time of payment of the indebtedness secured by said Mortgage deed until the 11th day of July A.D. 1899, subject however, to the privilege of making payments in the sum of \$100, or any multiple thereof, at any interest pay day, and in the event of neglect or refusal by the said Sylvanus Taylor to promptly pay, during such extended term, the interest payments as they severally become due, and the principal sum upon the expiration of such extended term, or to keep and perform all of the covenants and agreements in said Mortgage deed contained, then this agreement shall be null and void, and said principal note, as well as all overdue and accrued interest, or any other accrued interest, or any other indebtedness owing under the provisions of said Mortgage deed shall at once become due and payable, and the said The Connecticut Mutual Life Insurance Company shall have full power and authority to proceed according to the terms and conditions of said note and Mortgage

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Deed in as full and ample a manner as if this agreement had not been made.

Nothing herein shall be construed to release or discharge the said Sylvanus Taylor from liability upon said note or mortgage Deed this instrument being taken as collateral and additional security thereto.

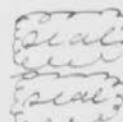
In witness whereof the said The Connecticut Mutual Life Insurance Company has by its duly authorized Secretary signed and sealed this instrument this 4th day of September A.D. 1894.

The Connecticut Mutual Life Insurance Company,
By Edward M. Rance
its Secretary.

We hereby accept the within conditions upon which said extension is granted, and agree to carry out the provisions of this agreement; and if we fail in so doing in any respect we hereby authorize the holder of said note and mortgage deed to proceed according to the provisions of said mortgage deed the same as if the above agreement had not been made.

Signed in presence of
J. H. Hinkade.
Clara Hinkade.

Sylvanus Taylor
Annelia Taylor



The State of Indiana, Marion County, ss:

Charles L. Holstein being duly sworn says that he is one of the Attorneys of record for the plaintiff herein; that said plaintiff is a corporation organized under and by virtue of the laws of the state of Connecticut, having its office and principal place of business at Hartford in said state; that the officers and general managers of said company are not residents of the state of Ohio, and are now absent from Union County, Ohio, and from Ohio and Indiana as well, and that the matters and things alleged and set forth in the within and foregoing petition are true, as he verily believes.

Charles L. Holstein.

Sworn to by the said Charles L. Holstein before me, and by him subscribed in my presence, this 30th day of October A.D. 1895.

Halter B. Jones
Notary Public, Marion Co. Ind.

Precipe The State of Ohio, }
Union County, ss: } In the Court of Common Pleas.
To the Clerk of said Court.

Issue a summons for said defendants directed to the Sheriff of Union County, Ohio, and returnable according to law. Endorse: Action for money, sale of mortgaged land, and Relief."

Amount claimed \$2575⁰⁰ with interest on \$2575⁰⁰ thereof at the rate of 8 per centum per annum from the 11th day of July, 1895.

The Connecticut Mutual Life Insurance Company,
By J. H. Hinkade & Charles Holstein & Barrett
its Attorneys.

Summons.

Afterward on the 7th day of November A.D. 1895, the following Summons was issued by the Clerk of this Court, to-wit:
The State of Ohio, }
Union County, }

You are hereby commanded to notify Sylvanus Taylor and Amelia Taylor his wife and Mattie Ross that they have been sued by the Connecticut Mutual Life Insurance Company, in the Court of Common Pleas of Union County, and must answer by the 7th day of December A.D. 1895; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 18th day of November A.D. 1895.

Witness my hand and the seal of said Court, this 7th day of November A.D. 1895.

Sheriff's Return.

The State of Ohio }
Union County, }

Sheriff's Fee	\$ 25
Service Return	80
Milage	2 56
Copies	46
Total	9 81

Received this writ November 8th A.D. 1895, at 10 O'clock A.M. and served same by handing a true copy of this writ with the indorsements thereon to Amelia Taylor and Mattie Ross personally, and to Sylvanus Taylor by leaving a copy at his usual place of residence on the 13th day of November, 1895.

Wm. S. Snowgrass Sheriff.

Answer & Cross-petition of Mattie Ross, now Mattie Coe. 6989

Afterward on the 7th day of December A.D. 1895, the following Answer and Cross-petition was filed by the Clerk of this Court to-wit:

The Connecticut Mutual Life Insurance Company,

vs

Sylvanus Taylor
Amelia Taylor his wife &c
Mattie Ross.

Court of Common Pleas,
Union County, Ohio.

For Answer and Cross-petition herein, the said defendant, Mattie Ross, who has since the execution of the note and mortgage hereinafter set forth, intermarried with Jesse D Coe, and whose name now is Mattie Coe: Says that on the 17th day of October, 1894, the said defendant Sylvanus Taylor, made and executed and delivered to the said Mattie Ross (now Mattie Coe) his certain promissory note, a true copy of which with all the indorsements thereon, is in the words and figures following to-wit:

\$ 636.72

October 17th 1894.

Two years after date of promise to pay to the order of Mattie Ross, six hundred and thirty six & 7/100 Dollars, at seven per cent interest from date, payable annually, for value received.

(signed)

Sylvanus Taylor

The following indorsements appear on the back of said note, to-wit:

There is credited on this note \$ 75.00 to correct error in the amount, as Taylor paid the costs in Court, whereas the costs were included in the amount of the note, Oct. 26th 1890.

(Attest and signed by) J. M. Robinson.

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This cross-petitioner is now the legal owner and holder of said promissory note and that no payments have been made thereon except as above noted.

For second cause of action, this answering cross-petitioner says: that in order to secure the payment of said promissory note as first in her first cause of action, and the interest accruing thereon, the said defendant, Sylvanus Taylor, and Amelia Taylor his wife executed, acknowledged and delivered to this answering cross-petitioner, the said Mattie Ross, now Mattie Cue, their mortgage deed, on the 17th day of October, 1894, and thereby conveyed to this answering cross-petitioner, the said Mattie Ross (now Cue) her heirs and assigns forever, the following described premises.

Situate in the Township of York, County of Union, and state of Ohio - Beginning at a stake in the center of Bokus Creek; thence S. 82 1/2° E. 2 7/10 poles to a stake southwest corner to a lot of 1/2 acre owned by Mrs D. W. Mitchell; thence with a line of said lot N. 8 1/2° E. 13 7/10 poles to a stake and stone corner of said lot, and in the Waldo and East Liberty road, and the south line of Johnson's land; thence with said road north 82 1/2° W. 236 7/10 poles to a stake and stone; thence S. 72° 39' east 98 poles to a stake in the original south line of survey No 3237; thence with said line and south line of said survey No 3468 S. 82° 4' E. 263 7/10 poles to a stake in the center of Bokus Creek; thence up the creek with the meanders thereof to the beginning containing 143 3/4 acres more or less and being parts of surveys No 3237 and 3468.

Also another lot, in survey No 3468, Beginning at a stone planted with pieces of brick under it, 13 rods North 81° west from the center of the Mansville and Summersville road, and 13 rods south 9° west from the center of the Richmond Summersville, and York Center gravel road, being in the west and south margin of two alleys, in the town of Summersville; thence with the west margin of one of the alleys South 9° W. 27 poles to a stone and brick under it; thence S. 81° E. 13 poles to the center of the Mansville and Summersville road; thence with the center of said road south 9° W. 28 2/10 poles to a stake witness a stone in the west margin of said road; thence S. 56 1/4° W. 23 poles to the center of Bokus Creek, witness a stone on the bank of said Creek; thence with the center of said Creek, with the meanders thereof to the line of S. Taylor's land, witness a stone on the bank of said creek 13 poles from the Richmond, Summersville and York Center gravel road; thence parallel with the center of said road S. 81° E. 25 1/2 poles to the place of beginning containing 10 acres and 54 poles more or less.

The said Amelia Taylor wife of the said Sylvanus Taylor, joined her husband in the execution acknowledgment and delivery of the said mortgage deed, and did release and convey all her right of power in and to the above described premises, on the 17th day of October, 1894.

Said mortgage deed had a certain condition thereunder written "That if the said S. Taylor shall pay or cause to be paid unto the said Mattie Ross, or to her executors, administrators and assigns, his certain promissory note of even date herewith for

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Six hundred and thirty six and 4/100 dollars, due two years after date with seven per cent interest, payable Annually from date, then these payments shall be void, otherwise to be and remain in full force and virtue in law.

And this answering Cross-petitioner further says, that she caused said mortgage to be deposited with the Recorder of said County of Union, at his office, on the 26th day of October A.D. 1894, at 8.30 O'clock A.M. for record, and the same was thereupon duly recorded in the record of Mortgages in said County, on the 5th day of November A.D. 1894, in Vol No 84, page 103.

That no part of the money mentioned in said promissory note, and mortgage has been paid, (except \$75⁰⁰ erroneously included in the said note and noted on the back thereof) but is with the interest thereon from the 17th day of October, 1894, still unpaid.

This Answering Cross-petitioner, and defendant further says, that said note and Mortgage is not yet due, but which will be due and payable, on the 17th day of October A.D. 1896.

Wherefore this defendant asks, that by reason of the foreclosure of plaintiffs prior mortgage, and sale thereby of the premises heretofore described herein, that her said debt, with the interest thereon upon it, may be paid in full, or if there may not be sufficient money made in the sale of the premises, to pay this defendants note and interest in full, after satisfying plaintiffs claims, that she may have judgment against the said S. Taylor, defendant debtor, for any unpaid balance due on said note, and for all proper and equitable relief in the premises.

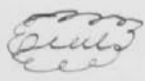
R. McCrossy
Atty for Mattie Coe, one Ross.

State of Ohio, Union County, ss:

Mattie Coe being duly sworn says, that the facts stated and allegations made in the foregoing Answer and Cross-petition are true,

Mattie R. Coe.

Sworn to and subscribed before me by Mattie Coe this 7th day of December, 1895.



E. L. Crossy
Notary Public

Afterward on the 15th day of January A.D. 1896, the following Entry was filed in the Clerks Office to-wit:

Entry.
6989

The Connecticut Mutual
Life Insurance Company
vs
Sylvanus Taylor et al.

Court of Common Pleas
Union County, Ohio,

This day this cause came on to be heard by the Court upon the petition of the plaintiff, The Connecticut Mutual Life Insurance Company; the Answer and Cross-petition of the defendant Mattie Coe (nee Ross) the said defendants Sylvanus Taylor and Amelia Taylor his wife being in default for answer or demurrer to the said petition and the Court having heard the evidence

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and being fully advised in the premises doth find:
 1st: All and singular the statements contained in said petition to be true.

2nd: That there is now due to the plaintiff The Connecticut Mutual Life Insurance Company from the said defendant Sylvanus Taylor upon the said promissory note in the first and second causes of action set forth in the plaintiff's petition the sum of \$2679¹⁴, which is entitled to draw interest from the first day of the present term of this Court to-wit; January 13th 1896.

3rd: That there will be due to said defendant Mattie Rose upon the causes of action stated in her Cross-petition herein from said Sylvanus Taylor defendant upon said undue promissory note as set up in said Cross-petition, the sum of \$628³² with interest at the rate of 7 per cent. per annum payable annually from the 17th day of October, 1894.

4th: And excepting what may hereafter be found due to the state etc. on said mortgaged property, if anything, the priority of the liens of the parties hereto, upon said mortgaged premises is as follows:

First: The claim of the plaintiff herein upon the mortgage lien for the sum of \$2679¹⁴ with 8 per cent. thereon from January 13, 1896.

Second: The claim of the defendant Cross-petitioner Mattie Rose upon her mortgage lien for the sum of \$628³² with 7 per cent. interest thereon from October 17th 1894, interest payable annually.

5th: Wherefore it is adjudged by the Court that the plaintiff herein recover against the said Sylvanus Taylor, the said sum of \$2679¹⁴ with 8 per cent. interest thereon from January 13, 1896, together with its costs in this behalf expended, taxed to \$98.99 for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Sylvanus Taylor pay or cause to be paid said adjudged sum of money to the Sheriff within 30 days from the date of Entry hereof, an order of sale issue to the Sheriff for the time being of said County Commanding him as such said Sheriff to cause said premises to be appraised, advertised and sold as upon execution, and that he bring the proceeds of such sale into Court, to be distributed according to its further order.

J. H. Shinkade Atty. for Plff.
 R. M. Crony Atty. for Mattie Rose.

Order
 of
 Sale.

Afterwards on the 15th day of February A.D. 1896, the following Order of Sale was issued by the Clerk of said Court to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County -reeting:

Whereas, at a Court of Common Pleas, holden at the Court-House in Mansville in said County of Union on the 15th day of January, 1896, The Connecticut Mutual Life Insurance Company obtained a judgment and decree against Sylvanus Taylor and

Amelia Taylor for the sum of \$2679⁴, and \$17¹² costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Sylvanus Taylor within 30 days from the 15th day of January A.D. 1896, pay unto the said The Connecticut Mutual Life Insurance Company the said sum of \$2679⁴ with interest from the 17th day of January, 1896, and costs aforesaid; and, on default to pay the same that an order of sale issue to the Sheriff of said County Commanding him to proceed, according to the statute regulating judgments and executions at-law, to sell the real estate described in the plaintiffs petition, &c.

And whereas the 30 days aforesaid have fully expired, and the said sum of \$2679⁴ and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements, situate in York Township, Union County, Ohio, to-wit:

Beginning at a stake in the center of Bokers Creek; Thence S. 82¹/₂^o E. 2¹/₁₀ poles to a stake southwest corner to a lot of 1/2 acre owned by W^m D. W. Oritchell; Thence with a line of said lot north 8¹/₂^o E. 13⁴/₁₀ poles to a stake and stone corner of said lot and in the center of the Baldo and East Liberty road and in the south line of Johnson's land; Thence with the said road N. 82¹/₂^o W. 236⁴/₁₀ poles to a stake and stone; Thence S. 7² 39' W. 93 poles to a stake in the original south line of Survey No 3237; Thence with said line and south line of said Survey No 3468, S. 82² 4' E. 263⁴/₁₀ poles to a stake in the center of Bokers Creek; thence up the Creek with the meanders to the beginning containing 141³/₄ Acres more or less and being part of Surveys 3237 and 3468.

Also a part of Survey No 3468 described as follows: Commencing at a stone planted with pieces of brick under it 13 rods north 81² West from the center of the Mansville and Summersville gravel road, and 13 rods south 9² East from the center of the Richwood, Summersville and York Center gravel road being in the west and south margin of two Alleys in the town of Summersville; Thence with the west margin of one of the Alleys S. 9² W. 27 poles to a stone with brick under it; Thence S. 81² E. 13 poles to the center of the Mansville and Summersville gravel road; Thence with the center of said road S. 9² W. 28 and 2¹/₁₀ poles to a stake witness a stone in the west margin of said road; Thence S. 56¹/₄^o W. 28 poles to the center of Bokers Creek witness a stone on the bank of said Creek; Thence with the center of said Creek with the meandering thereof to the line of S. Taylors land witness a stone on the bank of said Creek 13 poles from the Richwood Summersville and York Center Gravel road; Thence parallel with the center of said road S. 81² E. 20¹/₂ poles to the place of beginning, containing 10 Acres and 54 poles more or less and containing in all 152 Acres and 14 poles

We therefore Command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment

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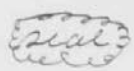
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and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 15th day of February A.D. 1896.
J. N. Cornwell Clerk



Sheriff's Return

The State of Ohio,
Cassin County, ss.

Sheriff's Return	\$	cts.
Service	25	
Levy	25	
Sum. Appraisers	1	20
Swearing ..		25
Conveying ..	1	00
Writing Appraisal		25
Copy of "		25
Notice to Printer		25
Affidavit of "		25
Mileage	2	24
Poundage	45	62
Return		25
Total	52	06
Appraisers Fee	3	00

In obedience to the command of the Order of Sale hereto annexed, I did on the 25th day of February 1896, summon T. R. Cahill, Thomas Hornbeck and A. Tallman, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards on the 25th day of February A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at \$6085⁰⁰.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 26th day of February, 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Cassin County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 28th day of March A.D. 1896, at one O'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale to-wit, 5 consecutive weeks; and in pursuance to said notice I did, on said 28th day of March A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Elmer Conkright and T. M. Branon who bid for the same the sum of Four thousand sixty two ³/₁₀₀ Dollars, and said sum being over two-thirds of the appraised value thereof, and said Conkright & Branon being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Four thousand & sixty two and ³/₁₀₀ Dollars.

And said sum being more than two-thirds of the appraised value thereof, and said Elmer Conkright & T. M. Branon being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to them for said sum of \$4062⁰³.

Wm. S. Swadgrass Sheriff.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with February 26, 1896.

W. O. Shearer.

Sworn to and subscribed before me, this 31st day of March A.D. 1896.

J. N. Roswell Clerk.

Printers Fees \$ 25⁰⁰.

The Connecticut Mutual Life Insurance Company

Court of Common Pleas,
Union County, Ohio.
On Order of sale.

S. Taylor et al

Sheriff's Sale.
6989

By virtue of the above stated to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the south door of the Court House in Marysville, Ohio, on Saturday, March 28, 1896, at or about the hour of one o'clock P. M. on said day, the following described real estate to-wit:

Situate in the Township of York, County of Union and State of Ohio, and bounded and described as follows:

Beginning at a stake in the center of Pokus Creek; Thence S. 82 1/2° E. 24 1/10 poles to a stake southwest corner to a lot of 1/2 acre owned by Wm D. W. Mitchell; Thence with a line of said lot N. 8 1/2° E. 13 7/10 poles to a stake and stone corner of said lot and in the center of the Waldor and East-Liberty road and in the south line of Johnson's land; Thence with the said road N. 82 1/2° W. 236 4/10 poles to a stake and stone; Thence S. 72 39' W. 93 poles to a stake in the original south line of survey N^o 3287; Thence with said line and south line of said survey N^o 3468 S. 82° 4' E. 263 4/10 poles to a stake in the center of Pokus Creek; Thence up the Creek with the meanderings to the beginning, containing 141 3/4 acres more or less and being part of Survey^s 3287 and 3468.

Also a part of Survey N^o 3468 described as follows: Commencing at a stone planted with pieces of brick under it 13 rods north 81° west from the center of the Marysville and Summersville gravel road and 13 rods south 9° west from the center of the Richwood, Summersville and York Center gravel road, being in the west and south margin of two alleys in the town of Summersville; Thence with the west margin of one of the alleys S. 9° W. 27 poles to a stone with brick under it; Thence S. 81° E. 13 poles to the center of the Marysville and Summersville gravel road; Thence with the center of said road S. 9° W. 282 9/10 poles to a stake witness a stone in the west margin of said road; Thence S. 56 1/4° W. 23 poles to the center of Pokus Creek, witness a stone on the bank of said Creek; Thence with the center of said Creek with the meanderings thereof to the line of S. Taylor's land, witness a stone on the bank of said creek 13 poles from the Richwood, Summersville and York Center gravel road; Thence parallel with the center of said road S. 81° E. 25 poles to the place of beginning, containing 10 acres and 69 poles more or less, and containing in all 152 acres and 14 poles. Appraised at \$40 per acre. Terms Cash.

Wm J. Snyder, Sheriff

Entry
6989

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Afterward on the 17 day of April A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry
6989

The Connecticut Mutual
Life Insurance Company.

Court of Common Pleas,
Linn County, Mo.

vs
Sylvanus Taylor et-al

This day came this cause on to be heard upon the motion of Sylvanus Taylor to set aside the sale made under the order of this Court. And it appearing to the Court that the said Sylvanus Taylor has deposited with the Clerk of this Court a sum of money more than sufficient to pay all judgments and costs, it is ordered by the Court that said sale be and the same is set aside and held for naught:

Attest,

J. N. Gosnell
Clerk.



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Cause continued and held at the Court House in
Marysville, within and for the County of Union, in the Tenth
Judicial District of the Court of Common Pleas of the State
of Ohio, before the Honorable John A. Price Judge of said Court
of the term of January 1894; on the 13th day of January in
the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore on the 12th day of Sept.
1893; Barney Kintz filed in the Clerks office of the said Court
of Common Pleas a Transcript from J. P. Mc Dowell's Doubt
a Justice of the Peace in Union County Ohio.

And afterward on the 24th day of January A. D. 1894,
the following entry was filed in the Clerks office to-wit:

Entry
6963

Barney Kintz | Court of Common Pleas,
vs | Union County, Ohio.
S. Darrow

This cause having come into this Court upon the
appeal of the plaintiff from a certain award and judgment
thereon made before J. P. Mc Dowell J. P. and the plaintiff having
filed his affidavit before said Justice of the Peace charging fraud
and corruption &c in obtaining said award, the same came on
for hearing before this Court upon the evidence.

On consideration whereof the Court being fully advised
in the premises is of the opinion that there was no fraud,
corruption, or other undue means in obtaining said award,
but that said award was fairly and honestly made.

It is therefore adjudged by the Court that the said award
be and the same is approved and confirmed, and it is further
adjudged that the defendant pay one half the costs made before
said Justice of the Peace in obtaining said award and that the
plaintiff pay the defendant the sum of Five Dollars and all
the other costs made in this Action including all costs of appeal
and in default of payment for three days execution is awarded
therefor as upon judgments at-law.

Attest
J. M. Gosnell
Clerk.



Petition
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Please continued and held at the Court House in
Marysville within and for the County of Union, in the Tenth Judi-
cial District of the Court of Common Pleas, of the State of Ohio
before the Honorable John A. Rice Judge of said Court, of the Term
of April to-wit; On the 6th day of April in the year of our Lord
One thousand Eight hundred and Ninety six.

Be it remembered that on the 23rd day of April A.D. 1896,
Hylas Sabine and Anna W. Sabine filed in the Clerks office of the
said Court of Common Pleas the following Petition against Frank

Petition Myers et al to-wit:
on Commission Hylas Sabine &
Note. Anna W. Sabine.
7101

The State of Ohio,
Union County, ss:

In the Court of Common Pleas.

vs
Frank Myers & Co
George Myers, under
the partnership name
of Frank Myers & Bros.

The said Hylas Sabine and Anna W. Sabine plain-
tiffs complain of the said Frank Myers and George W. Myers defendants,
for that the said defendants on the fifth day of April A.D. 1895, at Rich-
wood, Union County, Ohio for value received, made their certain Promissory
Note, in writing, of that date, a true copy of which said promissory note
together with all the endorsements thereon, in words and figures follow-
ing to-wit: \$300⁰⁰

Richwood Ohio, April 5th 1895.

Nine months after date we promise to pay to the order
of Hylas Sabine and Anna W. Sabine. Three hundred dollars at the
Bank of Richwood, Value received, with interest at 8 per cent from
date until paid.

Signed. Frank Myers & Bros.

The following endorsements appear on the back of Note.

April 10th 1896, paid on the within note by cash received \$60⁰⁰. No
other or further credits appear on said note; and then and there
delivered the same to the said plaintiffs, and thereby promised to pay to
said plaintiffs, or order, in nine months from the date thereof, the sum
of Three hundred dollars, with interest thereon at the rate of 8 per
centum per annum, which period has since elapsed, yet the said
defendants has not paid said sum of money, nor any part thereof,
except as above stated, to the said plaintiffs, although often requested
so to do.

And the said plaintiffs further say that the full amount of
said claim, at this date is Two hundred and Sixty five and 3/100
dollars with interest as aforesaid, is now due thereon, and wholly un-
paid; they have never parted with the ownership of said promissory
note; and that they are still legal owners and holders thereof.

Therefore, said plaintiffs pray judgment against said
defendants for said sum of money: Two hundred and Sixty
Five and 3/100 dollars, together with interest thereon at the rate of
Eight per cent, from the 23rd day of April A.D. 1896.

R. W. Crony
Plaintiffs Attorney.

Affidavit.

The State of Ohio, Union County ss:
 R. McCorry, being duly sworn,
 says that he is the Attorney of said plaintiffs, that this action is
 brought upon an instrument in writing for the unconditional
 payment of money only, that said instrument in writing is
 in his possession, and that he believes the statements contained
 in the foregoing petition are true in substance and in fact.
 R. McCorry.

Sworn to by said R. McCorry before me, and by him
 subscribed in my presence, this 23rd day of April A.D. 1896.
 J. N. Russell Clerk.

Receipt
7101

Hylas Sabine Ed
 Annie K. Sabine
 Frank Meyers Ed
 George Meyers

Court of Common Pleas, In and for
 Union County, State of Ohio.

Issue Summons against said defendants directed
 to the Sheriff of said County, returnable according to law.
 Amount claimed \$265.39, with interest thereon at 8 per
 cent. from the 23rd day of April 1896.
 R. McCorry
 Plaintiffs Attorney.

Summons.

Afterward on the 23rd day of April A.D. 1896, the following
 Summons was issued by the Clerk of this Court, to-wit:
 The State of Ohio, Union County.
 To the Sheriff of Union County:
 You are hereby commanded to
 notify Frank Meyers Ed George Meyers that they have been sued
 by Hylas Sabine and Anna K. Sabine in the Court of Common
 Pleas of Union County, and must answer by the 23rd day of
 May A.D. 1896, or the petition of the said plaintiff will be taken
 as true, and judgment rendered accordingly.
 You will make due return of this summons on the
 4th day of May A.D. 1896.
 Witness my hand and the seal of said Court,
 this 23rd day of April A.D. 1896.
 J. N. Russell Clerk.

Sheriff's
Return.

The State of Ohio,
 Union County, }
 Received this writ April 23rd A.D. 1896, at 11
 O'clock A.M. and served same by handing a true
 copy of this writ with the indentments thereon to
 Frank Meyers personally on the 23rd day of April,
 and to George Meyers by leaving a copy at his usual
 place of residence on the 24th day of April, 1896,
 Wm. Snodgrass Sheriff.

Sheriff's Fee	\$	25
Service Return		65
Mileage	1	60
Copy		30
Total	2	55

Entry.
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Afterward on the 8th day of June A.D. 1896, the following
Entry was filed by the Clerk of this Court to-wit:

Hylas Sabine Ed
Anna W. Sabine.
vs
Frank Myers Ed
George Myers.

Court of Common Pleas,
Knox County, Ohio.

Now comes the plaintiff by his Attorney, and
the defendant being in default for answer or demurrer, the
Court find that the allegations of the petition are confessed by
him to be true, and find that the defendants Frank Myers
and George Myers are indebted to the plaintiffs Hylas Sabine
and Anna W. Sabine, in the sum of \$268⁰⁰ with interest at 8
per cent per annum from this date.

It is therefore considered by the Court that the said
plaintiffs recover from the said defendants the said sum of \$268⁰⁰
with interest at the rate of 8 per cent per annum from the date
of this Entry; and their costs herein expended taxed to \$7²⁵.

R. W. Conroy Atty. for Pltfs.

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J. N. Gosnell
Clerk.

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Case continued and held at the Court House in Mansville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of January, to-wit; on the 13th day of January in the year of our Lord One thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 17th day of Dec. A.D. 1895; Jennie Foyle filed in the Clerks office of the said Court of Common Pleas the following Petition against Allen Foyle to-wit:

Petition
7016

Jennie Foyle vs Allen Foyle
Court of Common Pleas
Union County, Ohio

Plaintiff says she has been a resident of Ohio, for more than a year last past and is now a bona fide resident of Union County, Ohio.

She further says that on the 3rd day of December A.D. 1889 she was married to the defendant Allen Foyle whom she prays may be made a party hereto.

She further says she has always conducted herself toward the defendant as a faithful wife, yet he disregarded his duties, has abandoned said plaintiff entirely, neglecting to furnish her any of the necessaries of life or a home; and plaintiff has been compelled to furnish herself and two small children "the fruits of said marriage" with board and clothing and support.

She had born to her during said marriage two children, James Foyle aged five years, Lonnie Foyle aged two years past.

She therefore prays that she may have a complete divorce from said defendant, and that she be decreed the custody, care and control of said children and that she recover her costs herein and for all proper relief.

Jennie Foyle
By J.M. Kennedy her Atty.

To the Clerk:

Receipt

Issue Summons and Copy of petition directed to Sheriff of Union County, Ohio; Indorsed "Divorce and custody of children prayed for - Cause, gross neglect."

J.M. Kennedy.

Afterward on the 17th day of December A.D. 1895; the following Summons was issued to-wit:

Summons

The State of Ohio }
Union County, ss. } To the Sheriff of Union County:

You are commanded to notify Allen Foyle that Jennie Foyle has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him, and that she be granted the custody of children and for other proper relief.

Said petition will stand for hearing during the term of said

Court
this will
December

Sheriff's
Return

Sheriff's Fee
Service
Copy
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Return
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Entry
7016

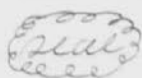
Entry
Jennie Foyle
vs
Allen Foyle

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Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 30th day of December A. D. 1895:

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court of Common Pleas at Mansfield this 17th day of December A. D. 1895:



J. N. Hosnell Clerk.

Sherriff's Return.

Sherriff's Fees	\$	25
Service		50
Copy		15
Mileage	4	00
Docket		10
Return		25
Total	6	00

Received 10 O'clock A. M. on the 18th day of December A. D. 1895; and on the 28th day of December A. D. 1895, I served the same by leaving at the usual place of residence of Allen Foyle, a true copy thereof of this writ, with the endorsements thereon, together with a copy of the petition

Wm. S. Swadgrass Sheriff.

Afterward on the 9th day of March A. D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry. 7016

Jennie Foyle
vs
Allen Foyle
Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer and demurrer, and the Court being fully advised in the premises do find for the plaintiff.

1st. That said plaintiff is a bona fide resident of Union County, and has been for more than a year last past.

2nd. That the defendant was duly served with summons herein.

3rd. That said defendant has been guilty of gross neglect of duty as charged in the petition.

It is therefore ordered, adjudged and decreed by the Court that said plaintiff have a complete divorce from said defendant and that the plaintiff have the custody, care, control and education of said minor children, James and Lovina Foyle, and that said defendant be allowed to visit said children at any proper time not oftener than once a month, and that she recover her costs herein taxed at \$9.67

Attest

J. N. Hosnell
Clerk.

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Continued from Record 35, Page 392

Receipt
5218

On the 29th day of April A.D. 1896, the following Receipt was filed by the Clerk of this Court, to-wit:

Thomas Davis et al
vs
W. S. Johnson
Court of Common Pleas,
Union County, Ohio.

To the Clerk:

Issue an order of Sale in the above entitled case, returnable according to law.

J. E. Griffith Atty. for Plaintiff.

Order of Sale.

On the 29th day of April A.D. 1896, the following Order of Sale was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County - Executing:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 5th day of January, 1887, Thomas Davis et al obtained a Judgment and Decree against W. S. Johnson for the sum of Seven Hundred Ninety three and 4/100 Dollars, and Five Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed that the said W. S. Johnson within ten days from the 5th day of January A.D. 1887 pay unto the said Thomas Davis et al the said sum of \$793⁰⁰ with interest from the 5th day of January, 1887, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, Commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition, &c.

And whereas, the ten days aforesaid have fully expired, and the said sum of \$793⁰⁰ and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We therefore command you, that you proceed without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and improvements, situated in Union County, Ohio, and in the Village of Marysville, and bounded and described as follows:

Beginning at a stone North west corner of Out Lot No 2 (2) of the Mathias Out Lots South of Marysville; thence with the west line of lots Nos 2 and 3 of said Mathias out-lots S. 1 1/2⁰⁰ W. 31 2/100 poles to a stone; thence S. 88⁰⁰ E. 69 poles to a stone in the west line of Weaver Street, and in the east line of said Mathias out-lots; thence with said line N. 8 1/4⁰⁰ W. 31 2/100 poles to a stone in the west line of Weaver Street and North east corner of lot No 2 of said Mathias out-lots; thence with the north line of said lot No 2 N. 88⁰⁰ W. 53 7/100 poles to the place of beginning containing eleven (11) acres of land: Excepting and reserving therefrom and from the west end of the above described premises, three acres and 134 poles sold and conveyed by this grantor to W. C. Barnett, and also saving and excepting therefrom three acres and 52 poles sold and conveyed by this grantor by two deeds, from end of the eleven (11) acres above described to S. L. Reed. The land hereby conveyed being three acres

Sheriff's Return.

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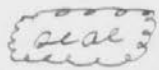
and 134 poles off the eleven (11) acres above described, and being the middle portion of said described eleven (11) acres.

The estate to be appraised and sold is one undivided one half in fee simple and a life estate by the curtesy in the other undivided one half of the same.

We therefore, command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 29th day of April A.D. 1896.

J. N. Russell Clerk.



Sheriff's Return. The State of Ohio, Union County, ss.

Sheriff's Fee	
Service	\$ 25
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Conveying	25
Copy of Appraisal	25
Notice to Printer	25
Affidavit	25
Writing Notice	25
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Poundage	3 60
Return	25
Total	7 12

Received this writ the 29th day of April A.D. 1896, and on the 29th day of April A.D. 1896 I called an inquest of R. W. Crony, John P. Connor and John C. Asmon, three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to-wit: \$ 350.00) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to-wit: five consecutive weeks) before the day of sale by advertising in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 30th day of May A.D. 1896, at the door of the Court House in Marysville, Ohio, at the hour of one o'clock P.M. of said day, the time and place of sale specified in said notice I opened the within described real estate at public auction; and then and there struck off and sold the same to Adam J. Blumershine and Tobias Bartholomae for the sum of Two Hundred and Forty Dollars and they being the highest bidders therefor, and the sum bid being more than two-thirds of the appraised value.

And the sum being over two-thirds of the appraised value thereof, and said Adam J. Blumershine and Tobias Bartholomae being the highest and best bidders thereof, I then and there publicly sold and struck off said lands and tenements to them for said sum of \$240.00.

Wm. W. Woodruff Sheriff.

Affidavit
of Creditor

The State of Ohio, Union County, ss:
The undersigned being duly sworn,
says that a copy of the annexed Notice was published for five consecu-
tive weeks in "The Mansville Tribune" a newspaper of general circu-
lation in the County of Union, the first publication being inserted
with April 29th 1896.

John H. Shearer Jr.

Sworn to and subscribed before me, this 6th day of June 1896.

J. H. Kosmull Clerk

Sheriff's
Order of
Sale.
5-218

Primitus Fee \$15-00
Thomas Davis et al
vs
W. S. Johnson

Court of Common Pleas
Union County, Ohio.

By virtue of the above stated writ to me directed
from the Court of Common Pleas, of Union County, Ohio, I will
offer for sale at the south door of the Court House Saturday, May
30, 1896, at or about the hour of one o'clock P. M. on said day,
the following described real estate to-wit: situate in the County
of Union, state of Ohio, and in the Village of Mansville and
bounded and described as follows:

Beginning at a stone north west corner of out lot No. (2)
two of the Mathratt's out lots south of Mansville; thence with the
west line of lots Nos. 2 and 3 of said Mathratt's out lots S. 1 1/2^o W.
81^o 2/100 poles to a stone; thence S. 88^o E. 59 poles to a stone in the west
line of Weaver Street, and in the east line of said Mathratt's out lot;
thence with said line N. 8 1/4^o W. 81^o 2/100 poles to a stone in the west line of
Weaver Street and North east corner of lot No. 2 of said Mathratt's out lots;
thence with the North line of said lot No. 2 N. 88^o W. 53^o 7/100 poles to the place
of beginning containing eleven (11) acres of land: Excepting and reserving
therefrom and from the west end of the above described premises three
acres and 134 poles sold and conveyed by this grantor to W. C. Barnett
and also saving and excepting therefrom three acres and 52 poles sold
and conveyed by this grantor by two deeds from end of the eleven
(11) acres above described to S. L. Reed; the land hereby conveyed being
three acres and 134 poles of the eleven (11) acres above described and
being the middle portion of the described eleven acres.

The estate to be appraised and sold is one undivided one-
half in fee simple and a life estate by the curtesy in the other
undivided one-half of the same.

April 29th 1896.

Wm. J. Smaygrass, Sheriff
Union County, Ohio.

Afterward on the 8th day of June A. D. 1896, the following
Entry was filed by the Clerk of this Court, to-wit:

Thomas Davis et al
vs
W. S. Johnson

Court of Common Pleas,
Union County, Ohio.

On motion of the plaintiff, and on his pro-
ducing the return of the Sheriff of the sale made under the
former order of this Court; and the Court on careful exam-

Entry
5-218

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mination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Adam J. Blumershine, by deed according to law, the property so sold; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof, in the office of the Recorder of said Union County, Ohio.

And the Court coming now to distribute the proceeds of said amounting to Two Hundred and Forty (\$240⁰⁰) Dollars, it is ordered that the Sheriff out of the money in his hands pay:

First: To the Treasurer of this County the taxes, penalty and interest against said property, to wit, the sum of \$5⁷².

Secondly: The costs of this action, taxed at \$34⁹⁸.

Thirdly: To the plaintiff, Margaret Davis, the amount due her for taxes, penalty and interest paid on said property by reason of her purchase of said premises at tax sale, viz: \$92³².

Fourthly: To the plaintiff, Thomas Davis and Margaret Davis, the balance of the said money remaining in his hands, to wit, the sum of \$107²³, to be applied as a credit upon his judgment against the said defendant. And there still remaining due the said Thomas Davis and Margaret Davis the sum of \$1238³⁹, it is considered that they recover the same from the defendant G. S. Johnson, and execution is awarded therefor.

Attest,
J. M. Gosnell
Clerk.



Cases continued and held at the Court House in Mansfield within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John S. Price Judge of said Court of the Term of April 15-1896: On the 15th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 2nd day of March A.D. 1896, Amelia Jewell filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Frank Jewell to-wit:

Petition
7070

Amelia Jewell
vs
Frank Jewell
Court of Common Pleas,
Union County, Ohio.

Plaintiff says she is a bona fide resident of Union County, Ohio, and has been a permanent resident of the State of Ohio, for the year last past.

On the 10th day of October, 1894, at Mansfield, in the County of Union, Ohio, she was married to the defendant, and that the following named children were born as the issue of such marriage, whose names and ages are as follows; Lizzie Jewell, ten years old December 10th 1895; Lillie Jewell, seven years old August 8th 1895.

Plaintiff further says that the said defendant has been guilty of willful absence from plaintiff for more than three years last past, and wholly disregarded all marital duties, wherefore the plaintiff prays the Court that that upon the hearing of this cause she be divorced from said defendant, and that the plaintiff may be awarded the custody of said children and reasonable alimony - and for such other relief as is proper.

Robinson & Goodburn
Attys for Plf.

Affidavit
for
Publication

The State of Ohio, Union County, ss.
Amelia Burger the plaintiff in the above entitled action, being first duly sworn says that this action is brought against the defendant Frank Jewell in this Court for divorce, alimony and custody of her children according to the statute in such case made and provided; that the residence of the said defendant is to the plaintiff unknown, and that she has been unable by the exercise of reasonable diligence to ascertain the same; for that reason service of summons and a copy of the petition cannot be made in this state, nor is the said plaintiff able to mail a copy thereof to said defendant's place of residence.

Amelia Jewell
Sworn to before me and subscribed in my presence this 2nd day of March, 1896.

Seal

J. W. Gosnell Clerk
By J. W. A. Gosnell Deputy.

Affidavit
of
Printer.

The State of Ohio, Union County, ss:
The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in

the Court
15th, 1896

Divorce
Notice.

Printed
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April 15, 1896

Entry
7070

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Sworn to and subscribed before me, this 8th day of June, 1896.
John H. Shearer Jr.
J. N. Gosnell Clerk.

Printers Fee, \$3⁰⁰.

Divorce Notice.

Frank Jewell, residence unknown, will take notice that on the 2nd day of March, 1896, Amelia Jewell filed her petition in the Court of Common Pleas of Union County, Ohio, praying for a divorce from said Frank Jewell on the ground of willful absence for over three years, Custody of her children and alimony, will be for hearing on and after May 28th 1896.

April 15, 1896.

Robinson & Goodburn
Attorneys for Plaintiff.

Afterward on the 8th day of June a. d. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7070

Amelia Jewell
vs
Frank Jewell
Court of Common Pleas,
Union County, Ohio.

Now come the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

The Court also find that plaintiff at time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of willful absence for more than three years past - and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Amelia Jewell and Frank Jewell and the same hereby is dissolved, and both parties are released from the obligation of the same.

It is further ordered that the custody, care Education & Control of the said children of the parties hereto be, Confided to the said Amelia Jewell exclusively, and the said Frank Jewell is hereby enjoined from interfering in any manner with either of said children, or with the custody of either of them.

It is further ordered and adjudged that the defendant pay to plaintiff as her reasonable alimony in money the sum of Three Hundred Dollars, and in default to pay said payment for three days execution is awarded allowed to issue therefor.

It is further ordered that the plaintiff pay the costs.

Attest

J. N. Gosnell, Clerk.

Please continued and held at the Court House in
Marysville within and for the County of Union in the Sixth
Judicial District of the Court of Common Pleas, of the State of Ohio,
Before the Honorable John A. Rice Judge of said Court of the Term
of January to-wit: on the 13th day of January in the year of our
Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 9th day of
January A.D. 1896, the following Petition was filed in the Clerk's
Office of the said Court of Common Pleas by Martin Miller against
Jefferson W. Severe et al to-wit:

Petition.
7031

Martin Miller

Court of Common Pleas,
Union County, Ohio.

vs

Jefferson W. Severe,
Nancy E. Severe,
Charles Reister
Helena Kraus Ed
Samuel Kraus

The plaintiff for a first cause of action against the
said defendant Jefferson W. Severe says that the said defendant
Jefferson W. Severe, on the 1st day of January A.D. 1894, made and
executed his certain promissory note in writing of that date and
then delivered the same to one Helena Kraus, and then and thereby
promised to pay the said Helena Kraus or order in one year after
the date thereof the sum of Two Hundred Dollars with interest from
date at the rate of six per cent per annum. A copy of which note
with all the endorsements thereon is hereto attached, marked Exhibit "A"
and made part of this petition; that the said Jefferson W. Severe has
paid on said note the sum of One Hundred Dollars; said payment
being made up of the sum of Seventy Five dollars paid February
20th 1895, and Twenty Five dollars paid May 1st A.D. 1895, and no
other or further payments have been made thereon; that the said Helena
Kraus on or about the 10th day of April A.D. 1895, for a valuable consideration
sold and endorsed and transferred said note to this plaintiff who is
now the owner and holder thereof, that the said note is long since due, and
there is now due the plaintiff thereon from the defendant Jefferson W. Severe
the sum of One Hundred and Fifteen Dollars and twenty seven cents
with interest from May 1st 1895; for which amount the plaintiff asks
judgment against the said defendant Jefferson W. Severe on this first
Cause of action.

And said plaintiff for a second Cause of Action against the
said defendant Jefferson W. Severe, says that on the first day of January
A.D. 1894, the said defendant Jefferson W. Severe made his certain other
promissory note in writing and then delivered the same to one
Helena Kraus and then and thereby promised to pay the said Helena
Kraus or order in two years after the date thereof the sum of Two
Hundred Dollars with interest at the rate of six per cent from date,
a copy of which note with all the endorsements thereon is hereto
attached marked "Exhibit B" and made part of this petition; that
the said Helena Kraus for a valuable consideration on or about
the 10th day of April A.D. 1895, sold, endorsed and transferred said

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note to this plaintiff who is now the owner and holder thereof, that the said note hath long since become due, yet the said defendant Jefferson W. Severe hath not paid the same nor any part thereof, and there is now due plaintiff thereon from the said defendant Jefferson W. Severe the sum of Two Hundred dollars with interest thereon from January 1st 1894, for which amount plaintiff asks judgment against the said Jefferson W. Severe on this second cause of action.

And the said plaintiff for a third cause of action against the said defendants says, that the said Jefferson W. Severe together with Nancy E. Severe, defendants in order to secure the said two notes set forth in the said first and second causes of action in this petition as well as one other note calling for the sum of two hundred dollars dated on said first day of January A.D. 1894 and due in three years from date, with interest from date at the rate of six per cent per annum

on the first day of January A.D. 1894, made and executed their certain deed of mortgage of that date and then delivered the same to the said Helena Kraus and then and thereby conveyed to the said Helena Kraus her heirs or assigns the following described real estate to wit:

Situate in the County of Union in the State of Ohio and in the village of Richmond. Bounded and described as follows viz, Beginning (13) feet off of the south of En Lot No. 62 and 11 feet front and 80 feet deep off of the north side of En Lot No. 63 as platted and numbered in Town plat of Richmond.

That said mortgage had attached thereto the following conditions annexed in the words and figures following to wit, Provided Furthermore that if the said Jefferson W. Severe shall pay or cause to be paid the sum of Six Hundred Dollars according to the tenor and effect of their promissory notes of even date herewith executed by said Jefferson W. Severe to said Helena Kraus calling for two hundred dollars each and bearing six per cent interest, and due in one, two, and three years respectively then their force shall be void; that said mortgage was left for record with the recorder of Union County, Ohio, February 8th 1894 and recorded February 14th 1894, in Mortgage Book No. 32 Page 492 & 3.

Plaintiff says that there was paid on said note first above described the sum of One hundred dollars, which said payment was made up of the sum of \$75⁰⁰ paid February 20th 1895, and \$25⁰⁰ paid May 1st 1895, and that no other or further payment has been made on said first note above described, or on said second or third note above described; that the said Helena Kraus on or about the 10th day of April A.D. 1895, for a valuable consideration sold, assigned, transferred, endorsed and conveyed said mortgage to this plaintiff by an instrument in writing on the back of said mortgage in the words and figures following, "I hereby assign all my right title and interest of the within mortgage to Martin Miller his Administrators or assigns" Helena Kraus" and thereby the said Helena Kraus transferred to said plaintiff all her interest in said mortgage and she has no further interest therein, she having on the same date sold and endorsed said third note above described to this plaintiff, that there is now due this plaintiff on said first note the sum of

One Hundred and fifteen ^{27/100} Dollars with interest from May 1st 1895, and on said second note above described the sum of Two Hundred Dollars, with interest from January 1st 1894.

Plaintiff says that the conditions of said Mortgage has been forfeited and the said Mortgage hath become absolute; that the said Mortgage should be foreclosed and the equity of redemption thereof, and that an account should be taken of the amount due the plaintiff on said first and second notes above referred to, and that the said real estate above described should be advertised, appraised and sold to pay said Mortgage debt.

Plaintiff further says that the defendant Charles Reister claims to hold some claim or lien on said real estate by way of Mortgage or Mortgage, but the amount thereof this plaintiff is not informed, but plaintiff says he holds the first and best lien on said premises.

That the defendant Samuel Kramer claims some lien on said real estate by way of Mortgage, but the amount thereof plaintiff is not informed and does not know.

Whereupon this plaintiff asks on this cause of action that an account may be taken of the amount due the plaintiff on said notes and Mortgage; that the equity of redemption on said Mortgage may be foreclosed; that the said real estate may be ordered and directed to be appraised, advertised and sold to pay said debt; and that the plaintiff may have such other and further relief in the premises as may be just and equitable.

J. D. Van Deman
Attorney for Plaintiff.

The State of Ohio, County of Union, ss.

J. D. Van Deman being sworn on his oath, says he is the attorney of the plaintiff in this action; that the plaintiff is a non-resident and now absent from said County, and that he believes the statements and allegations of the foregoing petition to be true.

Sworn to by J. D. Van Deman before me, and by him subscribed in my presence this 9th day of January A.D. 1896.

(Seal)

J. N. Knudde Clerk.

\$200⁰⁰ Copy of 1st Note, marked Exhibit "A"

January 1st 1894.

One year after date I promise to pay to the order of Helena Kraus Two Hundred and ^{00/100} Dollars, value received, with interest at 6 per cent per annum.

Endorsed "Helena Kraus" paid one hundred dollars on this note. Feb. 20th \$75⁰⁰; May 1st \$25⁰⁰

\$200⁰⁰ Copy of 2nd Note, marked "Exhibit B"

January 1st 1894.

Two years after date I promise to pay to the order of Helena Kraus Two Hundred ⁰⁰/₁₀₀ Dollars, value received, with interest 6 per cent per annum.

Endorsed "Helena Kraus:"

Waver.

Summons.

Sheriff's Return.

Summons.

Sheriff's Return.

Summons.

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Waiver.

I hereby waive the issuing and service of process and enter my appearance in this action.

Helena Kraus

Summons.

Afterward on the 9th day of January A.D. 1896, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County,
To the Sheriff of Union County:

You are hereby commanded to notify Jefferson K. Severe and Nancy C. Severe that they have been sued by Martin Killeb in the Court of Common Pleas of Union County, and must answer by the 8th day of February, A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 20th day of January A.D. 1896.

Witness my hand and the seal of said Court, this 9th day of January A.D. 1896.

J. N. Russell Clerk.

Sheriff's Return.

The State of Ohio, Union County.	
Sheriff's Fees	\$ 25
Service & Return	25
Mileage	2 72
Copy	30
Total	3 27

Received this writ January 10th A.D. 1896, at 8 o'clock P. M. and served same,

Jefferson K. Severe and Nancy C. Severe not found.

Wm. S. McDouglass Sheriff.

Summons.

Afterward on the 9th day of January A.D. 1896, the following Summons was issued to the Sheriff of Crawford County, to-wit:

The State of Ohio, Union County,
To the Sheriff of Crawford County:

You are hereby commanded to notify Samuel Kramer that he has been sued by Martin Killeb, in the Court of Common Pleas of Union County, and must answer by the 8th day of February A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 20th day of January A.D. 1896.

Witness my hand and the seal of said Court, this 9th day of January A.D. 1896.

J. N. Russell Clerk.

Sheriff's Return.

The State of Ohio, Crawford County.	
Sheriff's Fees	\$ etc
Return	30
Mileage	8 20
Copy	24
Total	3 74

Received this writ January 10th A.D. 1896, at 9 o'clock A. M. After diligent search I did not find Samuel Kramer in this County.

J. C. Hill Sheriff
J. C. Hill Deputy.

Summons.

Afterward on the 9th day of January A.D. 1896, the following Summons was issued to the Sheriff of Marion County, to-wit:

The State of Ohio, Union County,
To the Sheriff of Marion County:

You are hereby commanded to notify Jefferson C. Severe and Nancy C. Severe that they have been sued by Martin Miller in the Court of Common Pleas of Marion County, and must answer by the 8th day of February A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 20th day of January, A. D. 1896.

Witness my hand and the seal of said Court, this 9th day of January, A. D. 1896.
J. N. Hosnell Clerk.

Sheriff's Return.

The State of Ohio, Marion County.

Sheriff's Fee	\$ 25
Service & Return	55
Additional Dfts. Rs.	05
Mileage	32
Copy	36
Ind. Ed. Doc.	28
Total	163

Received this writ January 10th A. D. 1896, at One O'clock P. M. and served same on January 13th, 1896, by delivering a true and certified copy with the endorsement thereon to Jefferson C. Severe personally, and by leaving a true and certified copy hereof at the usual place of residence of Nancy C. Severe.

J. J. Shaw Sheriff
By Chas. C. Gumpff Deputy

Summons.

Afterward on the 27th day of January A. D. 1896, the following Summons was issued to the Sheriff of Marion County, to-wit:

The State of Ohio, Marion County, ss.
 To the Sheriff of Marion County:

You are hereby commanded to notify Samuel Kramer that he has been sued by Martin Miller in the Court of Common Pleas of Marion County, and must answer by the 29th day of February A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 10th day of February A. D. 1896.

Witness my hand and the seal of said Court, this 27th day of January A. D. 1896.
J. N. Hosnell Clerk
By J. W. A. Hosnell Deputy.

Sheriff's Return.

The State of Ohio, Marion County.

Sheriff's Fee	\$ 25
Service & Return	37
Additional Dfts. Mileage	25
Mileage	16
Copy	18
Total	96

Received this writ January 28th 1896, at 8 O'clock A. M. and served same by leaving a true and certified copy of this writ with the endorsement thereon at the usual place of residence of the within named defendant Samuel Kramer.

J. J. Shaw Sheriff.

Summons.

Afterward on the 27th day of January A. D. 1896, the following Summons was issued to the Sheriff of Crawford County to-wit:

The State of Ohio, Marion County, ss.
 To the Sheriff of Crawford County:

You are hereby commanded to notify Charles Reister that he has been sued by Martin Miller in the Court of Common Pleas of Marion County, and must answer by the 29th day of February A. D. 1896, or

the petition rendered of February

Sheriff's Return.

The State of Ohio, Marion County.
Sheriff's Fee
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Total

Answered

Conso. petition and Cross Petition
 Chas. Reister
 7031

Jefferson C. Severe
 Charles Reister

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Indorsement "Sep 2nd

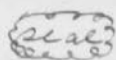
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The petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 10th day of February A. D. 1896.

Witness my hand and the seal of said Court, this 27th day of January A. D. 1896.



J. N. Kennell Clerk
By J. W. D. Kennell Deputy.

Sheriff's Return.

The State of Ohio, Crawford County,

Sheriff's Fees	\$	cts
Service Return		60
Mileage	2	72
Copies		24
Total	3	56

Received this writ January 27th A. D. 1896, at 9 O'clock P. M. and served same by handing a true Copy to Charles Reister Feb. 7th 1896.

J. W. Hill Sheriff
J. C. Hill Deputy.

Answer to Cross-Petition of Chas. Reister

7031

Afterward on the 2nd day of March A. D. 1896, the following Answer and Cross Petition of Charles Reister was filed in the Clerk's office, to-wit:

Martha Miller

vs
Jefferson H. Severe,
Charles Reister et al

Court of Common Pleas,
Union County, Ohio.

And now comes Charles Reister, one of the defendants impleaded herein, and for answer and Cross-Petition says:

1st Cause of Action. That the defendant Jefferson H. Severe, is indebted to defendant in the sum of Two Hundred and Ninety & 57/100 Dollars, which this Cross-Petitioner claims, with interest from the 5th day of September, 1895, on a promissory note, of which the following is a copy, with all credits and indorsements thereon:

"\$500.00

Richwood, Ohio, September 5th, 1894.

"One year after date, I promise to pay to the order of Charles Reister, Five Hundred Dollars, at six per cent interest from date, Value received.

J. H. Severe."

Indorsements thereon is,

"Sept. 5"-94. Paid by cash and credits on the within, \$239.53."

2nd Cause of Action. At the time of delivering said note, and to secure the payment of same, the defendant Jefferson H. Severe, together with his wife, the defendant N. C. Severe, duly executed and delivered to this Cross-Petitioner their mortgage deed, conveying the following described premises, situated in the Village of Richwood, in the County of Union, and State of Ohio, and described as being thirteen feet off of the south side of On Lot No. 62, and eleven feet from, and eighty feet deep, off of the north side of On Lot No. 63 as platted and numbered in the town plat of the town of Richwood, Ohio.

Said mortgage was conditional that if said Jefferson H. Severe would well and truly pay to the said Charles Reister, his certain promissory note, of that date, calling for the payment of Five hundred Dollars, with interest at six per cent in one year from said date, then said mortgage deed should be void, otherwise to be and remain in full force.

On the 7th day of September, 1894, at 9 O'clock, A. M. said mortgage was duly left for record in the office of the Recorder of Union County, Ohio, and was

duly recorded in volume 34, page 80, of his records.

The conditions of said mortgage have been broken, and the same has become absolute, and this cross petition, avers that the same is the best lien on said premises, next after the claim of said plaintiff.

This defendant therefore prays that he may have judgment against said defendant Jefferson K. Severe, for said sum of \$290.67, with interest from September 5th 1896.

That said premises may be sold, and the proceeds applied to the payment of said judgment; and for other proper relief.

J. M. Mearns

Attorney for Charles Reister.

The State of Ohio, Crawford County, ss.

Charles Reister being first duly sworn, makes oath, and says that the facts stated and allegations made in his foregoing Answer and Cross Petition, are true as he verily believes.

Charles Reister.

Sworn to before me by the said Charles Reister, and by him subscribed in my presence, this 29th day of February, 1896.

Philip Schuler

Notary Public.

Afterward on the 9th day of March A. D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry 7031

Martin Miller

vs

Jefferson K. Severe
Nancy C. Severe et al

Court of Common Pleas,

Crawford County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff, Answer and Cross-petition of Charles Reister.

The said defendants Jefferson K. Severe and Nancy C. Severe, being in default for answer or demurrer to the said petition, and the Court having heard the proofs and evidence adduced by the parties respectively, and the argument of Counsel, and being fully advised in the premises doth find that all and singular the statements contained in said petition are true, and that there is now due to the plaintiff from the said defendant Jefferson K. Severe upon the said promissory note in said first and second causes of action set forth in the plaintiffs petition the sum of Three Hundred and Forty Four & 4/100 Dollars which is entitled to draw interest from the fourth day of the present term of this Court to-wit; January 13th 1896; that there will be due from said Jefferson K. Severe, and which is secured by said mortgage herein upon said unsecured promissory note on January 1st 1897, the sum of Two Hundred dollars with interest at six per cent from January 1st 1894, and that the plaintiff has the first and best lien on said real estate, except for taxes if any.

Wherefore it is adjudged by the Court that the plaintiff herein recover against the said Jefferson K. Severe the said sum of Three Hundred and Forty Four & 4/100 Dollars, together with his costs in this behalf expended taxed at \$ for execution is awarded.

Receipt 7031

Order of Sale.

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And the Court doth further find that in order to secure the pay-
ment of the said promissory notes to the first and second causes of
actions alleged as well as the one to become due January 1st 1897, the
said defendant Jefferson K. Severe and Nancy B. Severe his wife executed
the mortgage set-up in the petition; and on the real estate in said
petition described; which mortgage was duly left for record with the Recorder
of Union County, February 8, 1894, at 8 o'clock A.M. and recorded
February 14th, 1894, in Book of Mortgages of said County, Vol. 32 page
492, and is the first and best lien on said premises.

It is therefore further ordered and decreed by the Court that un-
less the defendant Jefferson K. Severe pay or cause to be paid said above
adjudged sum of money to the plaintiff within five days from the
date of the entry of this decree, and to the Clerk of this Court the costs
incurred in this behalf expended taxed at \$ that an order of sale issue
to the Sheriff for the time being, of said County, commanding him
as such Sheriff, to cause said premises to be appraised, advertised
and sold as upon execution, and that he bring the proceeds of said
sale into Court to be distributed according to its further order.

Afterward on the 14th day of March A.D. 1896, the following Precept
was filed by the Clerk of this Court, to-wit:

Precept.
7031

Martin Miller Decree in
vs Union Common Pleas Court.
Jefferson K. Severe et al

The Clerk will issue Order of Sale to Sheriff of
Union County, in this case.

J. D. Vandeman
Attorney for Plaintiff.

Order
of
Sale.

On the 14th day of March A.D. 1896, the following Order of Sale
was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss.
To the Sheriff of said County - Greeting:
Whereas, at a Court of Common Pleas, holden at the Court House
in Mansville, in said County of Union, on the 9th day of March, 1896,
Martin Miller obtained a judgment and Decree against Jefferson K.
Severe et al. for the sum of Three hundred and forty four & ⁴/₁₀₀ Dollars
& Twenty five & ⁷/₁₀₀ Dollars, costs of suit.

And whereas it was then and there, by said Court ordered, adjudged
and decreed, that the said Jefferson K. Severe within five days from
the 9th day of March A.D. 1896, pay unto the said Martin Miller the
said sum of Three Hundred and Forty four & ⁴/₁₀₀ Dollars, with interest
from the 18th day of January, 1896, and costs aforesaid; and, on default
to pay the same, that an order of sale issue to the Sheriff of said County,
commanding him to proceed, according to the statute regulating judg-
ments and executions at law, to sell the real estate described in the
plaintiffs petition, &c. And whereas, the 5 days aforesaid have fully
expired, and the said sum of Three Hundred and Forty four & ⁴/₁₀₀ Dollars,
and costs aforesaid have not been paid, or any part thereof, as appears
to us of record - We therefore command you, that you proceed,

without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to wit: And in the village of Richmond, bounded and described as follows viz: being thirteen (13) feet off of the south of En Lot number sixty two (62) and Eleven (11) feet front, and eight (8) feet deep, off of the north side of En Lot number sixty three (63) as platted and numbered in town plat of Richmond.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution as aforesaid to the tenor thereof, and that you expose the sale the above described Real Estate, under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein, and that you make report of your proceedings herein, to our court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 14th day of March A.D. 1896.

J. N. Grunell Clerk

Sheriff's Return.

The State of Ohio, Union County, ss.

Sheriff's Fee	\$	cts
Service	25	
Levy	25	
Sum. Appraisals	1	20
Swear. "	25	
Writing Appraisal	25	
Copy of "	25	
Notice to Printer	25	
Affidavit.. "	25	
Writing Notice	25	
Mileage	2	80
Return	25	
Lithography	30	
Total	6	55
Appraisals Fee	3	00
Primitives "	11	25

In obedience to the command of the order of sale hereto annexed, I did, on the 24th day of March 1896, summons George R. Lumm, J. C. Stuber & Allen Haines, three disinterested Freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 24th day of March, A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at Five hundred thirty (\$530⁰⁰) Dollars. A certified copy of said appraisal I forthwith deposit in the office of the Clerk of the Court of Common Pleas of said County.

And on the 25th day of March, 1896, I caused to be advertised in the Richmond Gazette, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale at the north door of the Court House of said County, on the 25th day of April A.D. 1896, at One O'clock P. M. on said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit, five consecutive weeks; and in pursuance to said notice, I did, on said 25th day of April A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Martin Miller who bid for the same the sum of \$550⁰⁰, and said sum being over two thirds of the appraised value thereof, and said Martin Miller being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Five Hundred and Fifty Dollars, J. N. Grunell Sheriff.

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Sheriff's
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Entry.
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Affidavit
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The State of Ohio, Union County, ss:

I, Geo. H. Gordon, publisher, being duly sworn, say that the notice hereto attached was published in the Richwood Gazette on the 26th day of March, 1896, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. H. Gordon.

Sworn to and subscribed before me, this 28th day of April A.D. 1896.

Printers Fees \$11²⁵

Martin Miller

Court of Common Pleas

Union County, Ohio.

vs
Jefferson H. Sever

J. F. Miller
Notary Public

Sheriff's
Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, April 25, 1896, at or about the hour of one o'clock P. M. on said day, the following described real estate, to-wit: Situate in the Township of Claitoune, County of Union, and state of Ohio, and bounded and described as follows:

In the Village of Richwood, being thirteen (13) ^{1/2} of the south of En Lot No. Sixty two (62) and eleven (11), feet and eighty (80) feet deep off of the north side of En Lot No. Sixty three (63) as platted and numbered in town plat of Richwood, Ohio.

Appraised at Five Hundred and thirty Dollars.

Terms of Sale, Cash.

Wm. S. Swygross
Sheriff, Union County, Ohio.

Vandeman Attorney.

Afterward on the 30th day of April A.D. 1896, the following Entry was filed in the office of the Clerk of this Court, to-wit:

Entry.
7031

Martin Miller

Court of Common Pleas,

Union County, Ohio.

vs
Jefferson H. Sever et al.

This day this cause came on to be heard upon the motion of the plaintiff to confirm the sale made by the Sheriff of Union County, and upon producing the said order of Sale heretofore issued by the Clerk of this Court, and the report and proceedings of the said Sheriff under said order and the sale by him made to Martin Miller.

And the Court being fully advised in the premises doth find the report and proceedings of the said Sheriff under said order, and the said sale by him made, to be in all respects in conformity to law, the Court doth approve and confirm the same and doth order that the same be and the same is hereby approved and confirmed, and that the clerk of this Court make an Entry thereof on the minutes and records of this Court and doth further order and decree that the said Sheriff execute and deliver to the said Martin Miller

said purchaser a deed in fee simple for the premises or by him sold as aforesaid.

And the Court coming now to distribute the proceeds of said sale, it is ordered and decreed that the same be paid out and distributed as follows to-wit:

1st - To the payment of the costs and expenses of this action taxed at \$49.75.

2nd - To the payment of the sum of \$79.74, to the Treasurer of Union County, being the amount of taxes and penalty on said property, as charged on the duplicate of said County, and a lien on said premises.

3rd - That the residue of the proceeds of said sale there be paid and applied on the decree of the plaintiff in this case the sum of three hundred and fifty & 66/100 Dollars.

And it is further ordered and decreed that a writ of possession issue from the Clerk of this Court to put the plaintiff into the possession of said premises.

4th - That the residue of the proceeds of said sale to-wit \$70.85 be paid and endorsed on the third note set forth in said petition for \$200.00 due January 1, 1897.

And it is further ordered and decreed that the Clerk of this Court certify to the Recorder of this County the satisfaction of the mortgage of the plaintiff recorded in Volume of Mortgages of this County No. 32 page 492 & 493, also the mortgage given by said J. W. Severe and wife to Charles Reister recorded in Vol. 34, page 80 of Mortgages, also the mortgage given by said J. W. Severe and wife to Charles Reister, recorded in Vol. 35, page 147, also the mortgage given by said J. W. Severe to Samuel Kramer recorded in Vol. 35 page 800, in pursuance of the statute in such cases made and provided

Attest.

J. N. Haswell,
Clerk.



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Petition

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of April to-wit; on the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 29th day of January A.D. 1896, Alice Clayton filed in the Clerk's office of the said Court of Common Pleas the following Petition against John M. Clayton, to-wit:

Petition
7054

Alice Clayton
vs
John M. Clayton
Court of Common Pleas,
Union County, Ohio.

Plaintiff has been a resident of the state of Ohio for the year last past, and has a bona fide residence in the County of Union.

On the 26th day of October, 1881, she was married to defendant and the following female children have been born of said marriage: Daisy Clayton, aged thirteen years; Edna Clayton, aged eleven years; Opal Clayton, aged nine years; Shlora Clayton, aged seven years; Emma Dell Clayton, aged five years; and Lusia Clayton, aged two years.

Defendant was on or about the 1st day of August, 1895, guilty of extreme cruelty towards plaintiff in striking, slapping and jerking her, and in pushing her violently against a door, and by then and at various times since then using profane and abusive language in the presence of others towards her and her relatives, and by at various times before and since then in the presence of herself and children imputing to her unchastity by calling her Nancy Brooks, which is the name of a certain woman notoriously reputed to be of lewd character; and by such continued harsh and cruel treatment causing her extreme mental suffering and humiliation, greatly disturbing her peace and quietude of mind and seriously impairing her health, and rendering cohabitation with him obnoxious and insufferable to her; and by compelling her to leave her home on or about the 23rd of January, 1896, and in preventing her from returning thereto.

The defendant is possessed of the following personal property of the value of about Four Hundred and Fifty Dollars (\$450.00) to-wit: Four horses, one cow, one calf, one brood sow, five shotes, about five tons of hay, about two acres of corn in the shock, about 150 bushels of oats in the granary, one corn cultivator, one breaking plow, one harrow, a half interest in a M^{rs} Cornie self-binder, one mowing machine, a one-horse corn drill, two one-horse cultivator plows, one set of double harness, one set of single harness, one two-horse wagon, one hay rack, one one-horse buggy, one road cart, one cook stove, one heating stove, cooking utensils, one china cupboard and china ware, two kitchen tables, one wardrobe, one bureau, six chairs, four bedsteads, five feather beds, bed clothing, and other articles not mentioned.

He also has in his possession one cow, one calf and about sixty chickens, the property of plaintiff.

Defendant further owns an undivided one half interest in about thirty six acres of land of the value of at least thirty dollars (\$30.00) per acre, in Bowling Green township, Marion County, Ohio, subject to the life estate therein of his mother, Mary Clayton, who is about seventy years of age.

Therefore plaintiff prays that she may be divorced from defendant, that she may be decreed to have reasonable alimony, the custody of her said children, and such other relief as is proper and equitable.

J. F. Killar
Attorney for Plaintiff.

Summons.

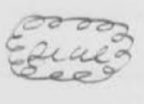
Afterward on the 29th day of January A.D. 1896. the following Summons was issued to the Sheriff of Union County, Ohio to wit:
The State of Ohio, } To the Sheriff of
Union County, ss. } Union County:

You are commanded to notify John M. Clayton that Alice Clayton has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with extreme cruelty, and asking that she be divorced from him, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 10th day of February, A.D. 1896.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 29th day of Jan'y, 1896.



J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

Sheriff's Return.

Sheriff's Fee	\$	Cts.
Service	25	
Copy	15	
Mileage	4	80
Return		25
Total	5	40

Received 12 O'clock M. on the 29th day of January, A.D. 1896, and on the 29th day of January A.D. 1896, I served the same by handing a true copy thereof of this writ with the endorsements thereon together with a copy of the petition to John M. Clayton personally.
Wm. S. Swederos, Sheriff.

Affidavit.
7054

On the 29th day of January A.D. 1896, the following Affidavit was filed by the Clerk of this Court, to-wit:

Alice Clayton
John M. Clayton
State of Ohio, Union County, ss:

Alice Clayton being first duly sworn says that she has commenced proceedings in this Court to secure a divorce and alimony from her husband John M. Clayton, that she

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has reasons to believe and does believe that said John M. Clayton is about to dispose of and incumber his property or as to defraud her in obtaining alimony therein, because of threats that he would do so herebefore by him made to her.

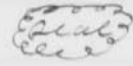
Alice Clayton.

Sworn to and subscribed before me this 28th day of January, 1896.

F. S. Spicer

Notary Public.

Notary Fee 25 C.



On the 29th day of January, A.D. 1896, the following Motion was filed by the Clerk of this Court, to-wit:

Motion. 7054

Alice Clayton

vs

John M. Clayton

Court of Common Pleas,
Union County, Ohio.

Now comes said Alice Clayton, plaintiff herein, by her attorney and moves the Court to grant a temporary injunction herein restraining the defendant from disposing of or incumbering his property until the final determination of this action.

J. F. Killar

Attorney for Plaintiff.

On the 29th day of January, A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7054

Alice Clayton

vs

John M. Clayton

Court of Common Pleas,
Union County, Ohio.

On Motion of the plaintiff, by her attorney, and good cause shown therefor, it is ordered this 29th day of January, 1896, that an injunction be allowed to issue herein, enjoining the said defendant from in any manner disposing of or incumbering the whole or any part of his real and personal property mentioned in plaintiff's petition herein until the further order of this Court, and that plaintiff be not required to give bond herefor.

John D. Price

Judge of Court of Common Pleas.

Afterward on the 2nd day of February, A.D. 1896, the following Notice was filed by the Clerk of this Court, to-wit:

Notice 7054

Alice Clayton

vs

John M. Clayton

Court of Common Pleas,
Union County, Ohio.

The defendant will take notice that the plaintiff will apply to the said Court of Common Pleas at the Court House in Mansville, Ohio on Monday the 3rd day of February, 1896, for an order granting to her alimony pendente lite for the support of herself and minor children during the pendency of the above entitled action.

J. F. Killar
Atty. for Plf.

Sherrill's
Return.

The State of Ohio, Union County, ss.	
Sherrill's Fee	25
Service	25
Return	25
Total	75

This writ received January 29th, 1896, and served the same by handing a true copy of this writ with the indorsements thereon to John M. Clayton personally on the 29th day of January, 1896.

Wm. Swadlow Sheriff.

Affidavit
7054

On March the 24th 1896, the following Affidavit was filed by the Clerk of this Court to-wit:
 Alice Clayton | Court of Common Pleas,
 vs | Union County, Ohio.
 John M. Clayton

Alice Clayton, being first duly sworn, says that she is plaintiff in the above entitled action; that said action is for divorce and alimony, and is now pending in said Court of Common Pleas of Union County; that she was married to defendant on the 26th day of October, 1881; that the following children were born of said marriage; Daisy Clayton, aged thirteen years; Edna Clayton, aged eleven years; Opal Clayton, aged nine years; Ethel Clayton, aged seven years; Emma Dill Clayton, aged five years; and Susie Clayton, aged two years; that on account of defendant's abuse and ill treatment of affiant she and her said children have been living separate and apart from him since about the 23rd day of January, 1896; that since said date her said husband has contributed nothing toward the support of herself and her said children; that defendant owns and is possessed of personal property specifically mentioned and described in her petition herein, of the value of about four hundred and fifty dollars; that he also owns an undivided half interest in remainder in about thirty six acres of land of the value of \$30.00 per acre, as set forth in said petition;

Affiant further says that she is entirely without means to support herself and her children and to pay the necessary expenses of this the above entitled and aforesaid action.

Alice Clayton,

Subscribed in my presence and sworn to before me this 23rd day of March, 1896.



H. V. Spicer
Notary Public.

Notice
7054

On the 24th day of March A. D. 1896, the following Notice was filed by the Clerk of this Court, to-wit:

Alice Clayton | Court of Common Pleas,
 vs | Union County, Ohio.
 John M. Clayton

The defendant John M. Clayton will take notice that the plaintiff will make application for an allowance of alimony pendente lite, and that the same will be heard by Hon. John A. Price, Judge of above mentioned Court, at Chambers, in the City of Bellefontaine, Ohio, on Thursday, the 26th day of March, 1896, at two O'clock P. M., and that affidavits will be used

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vs
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Entry
7054

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at said hearing. Dated this 23rd day of March, 1896.

Alice Clayton
By her Atty. J. F. Miller.

The State of Ohio, Union County, ss.

H. T. Spicer, being duly sworn, says that on this 23rd day of March, A.D. 1896, at about the hour of two o'clock P. M. he served the within notice upon the within named defendant, John M. Clayton by leaving a true and certified copy thereof with him by delivering the same to him personally.

H. T. Spicer.

Subscribed in my presence and sworn to before me this 23rd day of March, A.D. 1896.

S. D. Evans
Notary Public.

On the 26th day of March A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7054
Alice Clayton
vs
John M. Clayton
Court of Common Pleas,
Union County, Ohio.

This 26th day of March this cause came on and was heard upon the application of plaintiff for alimony pendente lite; and it is ordered upon due consideration that said plaintiff be allowed the sum of thirty five dollars.

It is therefore ordered that said John M. Clayton pay to said plaintiff, or to her attorney, J. F. Miller, the said sum of thirty five dollars (\$35⁰⁰) within thirty (30) days, and in default thereof, that execution issue.

By Geo. E. Myers
Atty's for Defl.

Afterward on the 8th day of June A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7054
Alice Clayton
vs
John M. Clayton
Court of Common Pleas,
Union County, Ohio.

This cause came on this 8th day of June, 1896, on the petition, and the Court upon hearing evidence both for and against said cause, and upon due consideration find the facts in said petition to be true as therein stated and alleged.

The Court further find upon the evidence adduced, that the defendant has been guilty of extreme cruelty toward plaintiff, and that by reason thereof she is entitled to divorce as prayed for in her petition.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Alice Clayton and John M. Clayton be, and the same hereby is, dissolved, and both parties are released from all obligations of the same.

It is further ordered that the custody, care and education

and control of the said children of the parties hereto be, until further order be embodied exclusively to the plaintiff.

It is further ordered that plaintiff have and possess as and for alimony, all her wearing apparel, and all the household and kitchen furniture and utensils now belonging to said parties hereto.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of Three Hundred Dollars (\$300.00), and in default of such payment for three days from this date, execution is allowed to issue therefor.

It is further considered and adjudged by said Court that the said plaintiff recover from said defendant her costs herein expended, taxed at \$20.00.

Approved June 8/96

John A. Price
Judge

Attest
J. N. Desmoe
Clerk.



Mary
Judge
before
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A. D. 189
Court of
Woodrow
C. C.

Petition
6781

William
Emma

for the
the firm

condition
herein

1894	April 30	C. C.
	May 7	"
	" 14	"
	" 22	"
	" 28	"
	June 21	"
	May 19	Cr
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	" 14	"
	" 28	"

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Pleas continued and held at the Court House in Mansville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of April, to wit: On the 6th day of April, in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered, that heretofore to wit, on the 17th day of Aug. A.D. 1894, C. C. Shearon Sons filed in the Clerks office of the said Court of Common Pleas, the following Petition against William Woodworth et al to wit:

Petition
6781

C. C. Shearon's Sons
vs
William Woodworth Ed
Emma Woodworth his wife
Court of Common Pleas,
Union County, Ohio.

The plaintiff says, it is a partnership formed for the purpose of carrying on business in the State of Ohio, under the firm name, of C. C. Shearon's sons.

That this action is founded upon an account for the unconditional payment of money only, a copy of said account is herein set forth as follows:

		William Woodworth In account with		\$	cts.	\$	cts.
1894	April 30	C. C. Shearon's Sons: To Merchandise		11	50		
	May 7	" " "		268	70		
	" 14	" " "		68	88		
	" 22	" " "		71	77		
	" 28	" " "		83	75		
	June 21	" " Potatoes		12	09	461	14
	May 19	Cr By		140			
	June 9	" "		60			
	" 14	" "		151	50		
	" 28	" " Burris		7	04	368	64
						102 60	
						Balance due	

There are no credits or payments on said account except as given in the copy of the same herein stated; and there is now due to plaintiff, from said defendant William Woodworth on said account; the sum of One Hundred and Two Dollars, which plaintiff claims with interest from June 21st 1894, for which amount with said interest, plaintiff asks judgment against the defendant William Woodworth.

Porter Ed Porter
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

John L. Porter, being duly sworn makes oath that he is one of the Attorneys for the plaintiff in this action duly authorized, that the plaintiff is a non-resident of the County of Union, and it and each of said partnership is absent therefrom.

Affiant further says he believes the facts stated in the foregoing petition to be true. Said affiant further says and makes oath

that service of a summons can not be made within the state of Ohio, on the defendants, or either of them, and that this case is one of those mentioned in section 5748, of the revised statutes of Ohio, this action being to attach and appropriate property of the defendant William Woodworth to pay the above mentioned account. He being a non-resident of Ohio, and in which property the said Emma Woodworth claims some interest.

John S. Porter.

Sworn to by John S. Porter, before me, and signed by him in my presence this 17th day of August, 1894.

J. H. Gosnell Clerk.

Affidavit in Attachment 6781

On the 17th day of August 1894, the following Affidavit in Attachment was filed in the Clerk's office to-wit:

C. C. Gleason's Sons,

Court of Common Pleas,

vs
William Woodworth
Emma Woodworth

Union County, Ohio.

John S. Porter makes oath and says, that he is the Attorney for the said C. C. Gleason's Sons, duly authorized in the premises; that this cause of action is founded upon an account for the unconditional payment of money only; that said account and claim is just; that this affiant believes the plaintiff ought to recover on said account the sum of One Hundred and two and 67/100 Dollars (\$102.67) and interest from June 21st 1894, and that the defendants are both non residents of the state of Ohio; that said account arises upon a contract for the sale of Merchandise from plaintiff to the defendant William Woodworth, and further affiant saith not.

John S. Porter.

Sworn to by John S. Porter before me and signed in my presence by him this 17th day of August, 1894,

J. H. Gosnell Clerk.

Receipt.

To the Clerk.

Some summons against the defendants returnable according to law. Endorse, Amount claimed \$102.60 with interest from June 21st 1894,

Also issue an order of Attachment against the property of William Woodworth returnable according to law.

Porter & Porter.

Attorneys for Plaintiff

Summons.

On the 17th day of August A. D. 1894, the following Summons was issued by the Clerk of this Court to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of Union County:

You are hereby commanded to notify William Woodworth and Emma Woodworth his wife, that they have been sued by C. C. Gleason's Sons, in the Court of Common Pleas of Union County, and must answer by the 15th day of September A. D. 1894, or the

Sheriff's Return.

petition returned

day of

The State of Ohio
Sheriff's Return
Service & Return
Mileage
Copy
Total

Order of Attachment.

issued by the

6781

C. C. Gleason

William Woodworth
Emma Woodworth

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Sheriff's Return.

Sheriff's Return
Service
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petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 27th day of August A.D. 1894.

Witness my hand and the seal of said Court, this 17th day of August - A.D. 1894. J. N. Roswell Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss:	
Sheriff's Fees	
Serv. & Ret.	25
Mileage	1 45
Copy	00
Total	2 00

1894, at 11 o'clock A.M. and served same by the defendant William Woodworth and Emma Woodworth not found in my County. Wm. J. Swadgrass, Sheriff.

Order of Attachment.

On the 17th day of August - A.D. 1894, the following Attachment was issued by the Clerk of this Court to-wit:

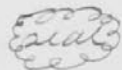
The State of Ohio, Union County, ss.

To the Sheriff of Union County, Ohio. C. C. Gleason's Ems. vs. William Woodworth Ed Emma Woodworth his wife. Court of Common Pleas Union County, Ohio.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant William Woodworth, in your County, not exempt by law from being applied to the payment of the claims of the plaintiff C. C. Gleason's Ems, or so much thereof as will satisfy its claim for \$102.60 with interest from June 21st 1894, and also for Fifty Dollars, the probable cost of this action.

You will make due return of this order on the 27th day of August - A.D. 1894.

Witness my hand and the seal of said Court, this 17th day of August - A.D. 1894.



J. N. Roswell Clerk By Geo. A. Roswell Deputy.

Sheriff's Return.

The State of Ohio, Union County, ss:	
Sheriff's Fees	
Service	25
Copies	1 25
Mileage	1 44
Sum. Apprais	1 20
Impr. "	25
Conveying "	1 00
Return	25
Total	5 64
Appraisers Fees	3 00

Office, Sheriff, Union County, Ohio,

August - 17th A.D. 1894.

Received this order on the 17th day of August - A.D. 1894, and in obedience to the command thereof, I did on the 17th day of August - A.D. 1894, in the presence of Elias Hathaway and W. Hopkins, two freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return; and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A". The following real estate, situate in the County of Union, in the State of Ohio, and in the Township of Union, in Survey No. 7789 Ed 7492 Ed 946, being lot No. 6, beginning in

The center of the Milford Center and Erwin gravel road and northern corner of lot No. 5 of the subdivision of the A. C. Woodworth Estate; thence with the line of said lot No. 5 S. 50° 30' E. 25 5/100 poles to a tile; thence N. 53° 45' E. 11 6/100 poles to a tile; thence S. 68° 15' E. 30 5/100 poles to a tile; thence S. 25° 30' W. 18 3/100 poles to a tile; thence S. 50° 30' E. 9 1/2 100 poles to a tile in the line of J. H. Ellis's land; thence with said Ellis's land line N. 24° 45' E. 44 4/100 poles to a tile and corner to lot No. 12 of said subdivision; thence with the lines of lots No. 12 and 7 N. 50° 30' W. 155 poles to the center of the said gravel road; thence with the center of the said gravel road 325± N. 44 4/100 poles to the beginning, containing 40 2/100 acres more or less, excepting one acre owned by the C. C. & St. L. R. R. Co. leaving 39 2/100 acres.

Schedule "A."

We, J. M. Snodgrass Sheriff of Union County, and Elias Hathaway and M. Hopkins, two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of William Woodworth and Emma Woodworth, and hereinafter described as follows, viz:

Situated in the County of Union, in the State of Ohio and in the Township of Union, in Survey No. 7759-7492-9461 being lot No. 6, beginning in the center of the Milford Center and Erwin gravel road and north corner of lot No. 5 of the subdivision of the A. C. Woodworth Estate; thence with the line of said lot No. 5 S. 50° 30' E. 22 5/100 poles to a tile; thence N. 83° 45' E. 11 6/100 poles to a tile; thence S. 68° 15' E. 30 5/100 poles to a tile; thence S. 25° 30' W. 18 3/100 poles to a tile; thence S. 50° 30' E. 9 1/2 100 poles to a tile in the line of J. H. Ellis's land; thence with said Ellis's land line N. 24° 45' E. 44 4/100 poles to a tile and corner to lot No. 12 of said subdivision; thence with the lines of lots No. 12 and 7, N. 50° 30' W. 155 poles to the center of the said gravel road; thence with the center of said gravel road 325± N. 44 4/100 poles to the beginning, containing 40 2/100 acres more or less, excepting one acre owned by C. C. & St. L. R. R. Co. leaving 39 2/100 acres.

Appraised at Thirty Five (\$35.00) Dollars per acre.

Given under our hands this 17th day of August A.D. 1894.

J. M. Snodgrass Sheriff
Elias Hathaway
M. Hopkins

Legal Notice.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in "The Chagrinville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with August 22nd 1894.

Sworn to and subscribed before me, this 28th day of Sept. 1894.

Printed For, \$10.50.

William Woodworth and his wife Emma Woodworth of the City of Kokomo, State of Indiana, will take notice that C. C. Gleason's Sons, of Van Wert County, Ohio, did on the 17th day

Legal Notice.

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Entry
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of August, 1894, file its petition against them, in the Court of Common Pleas within and for Union County, Ohio, setting forth in substance that William Woodworth was indebted upon an account for merchandise to said G. C. Gleason's Sons in the sum of \$102.60, which plaintiff claims with interest from June 21st 1894, and for which plaintiff asks judgment against William Woodworth.

And that an attachment has been issued in said case, and levied upon real estate of said William Woodworth in which the said Emma Woodworth claims to have some interest.

The defendants are required to answer by the 13th day of October, 1894, or judgment will be taken by default.

Porter Porter
Attorneys for Plaintiff.

August-23rd, 1894.

Afterward on the 4th day of February A. D. 1895, the following Motion was filed by the Clerk of this Court, to wit:

Motion
6781

G. C. Gleason's Sons, vs
William H. Woodworth
Ed Emma Woodworth. Court of Common Pleas, Union County, Ohio.

And now come the defendants William H. Woodworth and Emma Woodworth for the purposes of the Motion only and expressly disclaiming any and all intention or purpose of entering an appearance upon the merits of this case, or for any other purpose save that contained in this Motion, and here moves the Court to dismiss this action and dissolve the attachment, herein for the following causes to wit:

1st: That the Court has no jurisdiction of the person of said defendants or either of them.

2nd: That the Court has no jurisdiction of the property of said defendants.

3rd: That no service of process has been made upon defendants as required by law.

4th: That said affidavit is insufficient in law to maintain an attachment and can confer no jurisdiction upon said Court in this action either of the person or property of said defendants.

L. Piper
Atty for Defendant.

On the 4th day of February A. D. 1895, the following Entry was filed by the Clerk of this Court, to wit:

Entry
6781

G. C. Gleason's Sons. vs
William Woodworth & wife. Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the motion of defendants filed herein on the 4th day of February, 1895, and was argued by counsel submitted to the Court; on consideration the Court overruled said Motion, to which ruling and decision of the Court the defendants excepted Porter Porter for P. L. Piper for Defts

Afterward on the 12th day of March A.D. 1896, the following Entry was filed in the Clerk's office, to-wit:

Entry
6781

C. C. Gleason's Sons,
vs
William W. Woodworth
Emma Woodworth

Court of Common Pleas,
Union County, Ohio.

This day came the defendants by their Attorney L. Piper and moved the Court for leave to file Answers in the above entitled case.

Whereupon the Court being fully advised in the premises do grant leave to file Answers herein within fifteen days, and cause continued.

Answer
6781

C. C. Gleason's Sons,
vs
William Woodworth Ed
Emma Woodworth

Court of Common Pleas,
Union County, Ohio.

And now comes the defendant William Woodworth and for his separate Answer to the petition of plaintiffs herein says that he admits making certain purchases from plaintiff as alleged, but avers that long prior to the bringing of this suit he had fully paid plaintiff for all of said purchases and denies that he owes the plaintiffs the amount in their petition claimed or any other sum.

Said defendant William Woodworth further Answering says that the first item in plaintiffs petition stated was never by him received but that by plaintiffs order the same was forwarded to Smith & Weaver of Marion Indiana.

That the second item in plaintiffs Account mentioned was for Lemons which were sold to the defendant William Woodworth on a guaranty that they would hold up and not ship before the following fall months: but defendant avers that without fault on his part, said lemons did not hold up but on the contrary shipped and rotted and were a total loss to this defendant.

Defendant further avers that the third item in the plaintiff's petition named was for Cabbage by said plaintiffs shipped to this defendant, that before shipping and while in transit said Cabbage was frozen and rendered thereby totally unfit for use, and this defendant refused to accept same and notified plaintiffs at once of his non acceptance.

Defendant further says that as to the sixth item in said petition stated the same was for potatoes shipped by this defendant to the plaintiffs and should be a credit in his favor and not charged to him.

This defendant further answering by way of Cross-petition says that said plaintiffs are indebted to him on an open running account in the sum of \$159.20 above any and all credits or claims due to them.

That said C. C. Gleason's Sons of Van Wert, Ohio, and this defendant of Kokomo, Indiana, are Fruit Commission Merchants and have bought and sold from and to each other for a long period

Answer
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of time to wit, twelve months but no settlement has been made for several months last past; and defendant asks the Court to order an accounting and adjustment of all accounts between the said plaintiffs and this defendant; that there is now due from the plaintiffs to this defendant the sum of One hundred & fifty nine & 7/100 Dollars (\$159 7/10) which he claims with interest from June 21st 1894, and for which he asks judgment against plaintiffs.

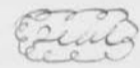
D. Piper Ed A. N. Grant
Attorneys for defendant
William Woodworth.

The State of Ohio, Union County, ss:

D. Piper being duly sworn according to law says, that he is one of the Attorneys of the said William Woodworth, duly authorized in the premises; that said William Woodworth is a non resident of this said County of Union and is now absent therefrom, and that the facts stated and allegations in his foregoing answer and cross-petition are as affiant believes true.

D. Piper

Sworn to and subscribed in my presence this 26th day of March, A. D. 1895;



J. N. Hosnall Clerk.

On the 26th day of March A. D. 1895, the following answer of Emma Woodworth was filed by the Clerk of this Court to wit:

Answer
6781

C. C. Gleason's Sons

vs

William Woodworth Ed
Emma Woodworth

Court of Common Pleas,
Union County, Ohio

And now comes the defendant Emma Woodworth and for her separate answer to the plaintiffs petition says, that she denies each and every allegation therein set forth.

The said Emma Woodworth defendant herein further answering the petition of said plaintiffs herein, says that she had no interest whatever in the fruit and Commission business of her Co. defendant William Woodworth at the time of the filing of the petition in this case, nor when service of Summons and notice of attachment was issued herein; that from the beginning of said action and service of said Summons and notice of Attachment herein she had bought and paid for the land upon which said attachment was levied; a good and valuable consideration, and the same was conveyed to her by a good and sufficient deed, and the same was duly transferred and recorded upon the Records in the proper office in the said County of Union.

Therefore this defendant asks to go hence and recover her costs herein

L. Piper Ed A. N. Grant
Attorneys for defendant
Emma Woodworth

The State of Ohio, Union County, ss:

L. Ripper being duly sworn according to law says he is one of the Attorneys of this said Emma Woodworth, duly authorized in the premises; that said Emma Woodworth is a non-resident of said County of Union, and now absent therefrom, and that the facts stated and allegations in her foregoing Answer are as affiant believes true.

L. Ripper.

Sworn to before me by L. Ripper and by him subscribed in my presence this 26th day of March A.D. 1895.

[Signature]

J. H. Russell Clerk

On the 2nd day of June A.D. 1895; the following Motion was filed by the Clerk of this Court to-wit:

Motion
6781

E. C. Meason's Sons vs
William Woodworth Ed
Emma Woodworth his wife
Court of Common Pleas,
Union County, Ohio.

The plaintiff now comes and moves the Court to order and require the defendant, William Woodworth, to so amend his Answer and Cross-petition that the same may be made more definite and certain in this to-wit:

That the part of the same beginning with the words "The defendant further answering by way of Cross-petition says" &c. on the second page thereof, and ending with the prayer of said petition on the third page of the same be so amended so as to show how the plaintiffs are indebted to said defendant in the sum of \$159.70 and interest from June 21st 1894; how this claim arose &c. that is to say that defendant be required to set forth a copy of his account against the plaintiff, with all the credits thereon (if any) &c. showing how he claims the specific sum of \$159.70 with said interest to be his due, as required by the laws of Ohio.

Porter & Porter, Atty for Plfs.

Afterward on the 29th day of June A.D. 1895; the following Entry was filed by the Clerk of this Court, to-wit:

Entry
6781

E. C. Meason's Sons, vs
William Woodworth et al
Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard on the motion of plaintiffs to require the defendant William Woodworth to make his Answer and Cross-petition more definite and certain in certain particulars mentioned in said Motion, which motion being argued by counsel, and submitted to the Court, was sustained by the Court, and thereupon leave is granted to said defendant to amend his Answer and Cross-petition in forty days from the 29th day of June, 1895; and case continued.

L. Ripper Atty for Defl.
Porter & Porter.

Amended
Answer of
Emma Woodworth.
6781

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Amended
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Afterward on the 8th day of August A.D. 1895, the following Answer and Cross-petition of William Woodworth was filed by the Clerk of this Court with C. C. Meacham's Sons
Court of Common Pleas,
Union County, Ohio.
vs
William Woodworth Ed
Emma Woodworth

And now comes the defendant William Woodworth and for Answer by way of Cross-petition says that he has had dealings with plaintiffs more or less for some time prior to April 30th 1894:

That he bought from plaintiffs goods and merchandise at various times and amounts and that he made payments at various times and in different amounts.

That the bill of goods charged in plaintiffs petition as of April 30th, 1894, was never received by the defendant - said goods were as defendant is informed and believes were shipped to Marion Indiana.

That the bill of goods mentioned in the second item of plaintiffs account is in part for lemons and potatoes which were rotten and spoiled to such a degree that they were wholly worthless.

That the third item charged was for Cabbage which was frozen and worthless and was not accepted by the defendant:

Said defendant further says that the sixth item of said account is for potatoes shipped by defendant to the plaintiffs and should be a credit and not a debit in said account:

This defendant further says that there has been no general settlement or accounting between the plaintiffs and defendant and that some of the bills have been lost so that he is unable to state the amount of goods purchased or the exact amount of money paid.

This defendant further says that by reason of the premises he has been damaged in the sum of Three Hundred Dollars which he claims with interest from June 21st, 1894.

This defendant therefore prays judgment for the said sum of Three Hundred Dollars with interest from June 21st 1894.

A. W. Grant Ed L. Pipin
Attorneys for William Woodworth.

The State of Ohio, Union County ss:

L. Pipin being duly sworn says the defendant William Woodworth is a non-resident of the said County of Union and is now absent therefrom; that affiant is one of the Attorneys of said William Woodworth duly authorized in the premises and that the facts stated and allegations in the foregoing Answer and Cross-petition of said William Woodworth are as affiant believes true.

L. Pipin

Sworn to before me by L. Pipin and by him subscribed this 8th day of August, A.D. 1895.

Clerk

J. N. Roscoe Clerk.

Reply-
6781

Afterward on the 12th day of September A.D. 1895, the following Reply was filed by the Clerk of this Court to-wit:

E. C. Gleason's Sons
vs
William Woodworth et al
Emma Woodworth.
Court of Common Pleas
Union County, Ohio.

The plaintiff replies to the answer of the defendant Emma Woodworth, and denies that when the pretended deed was made by her said husband to her through his brother, as trustee for said land attached in this action, that said deed was made upon a good or valuable consideration, or upon any compensation paid or secured to be paid by the wife to the husband, and denies that said Emma bought or paid for said land, or any part of it, but on the contrary plaintiff says said deed was so made to defraud the creditors of said William Woodworth, and especially to cheat and defraud the plaintiff out of his claim, and to prevent the collection of any judgment that plaintiff might recover against said William Woodworth; and plaintiff asks that said deed and conveyance be set aside as fraudulently made, and ask an order of sale to sell according to law said land, to satisfy any judgment that plaintiff recovers against said William Woodworth; and plaintiff asks all other relief that it may be entitled to in law or equity.

Porter-Porter
Attorneys for Plaintiff

The State of Ohio, Union County, ss:

John L. Porter being sworn makes oath that he is one of the attorneys for the plaintiff in this action, that the plaintiff is a non-resident of said County of Union, and now absent therefrom, and affiant believes the facts stated in the foregoing pleadings to be true.

Sworn to by John L. Porter before me, and signed by him in my presence this 12th day September, 1895.

John L. Porter
J. N. Gosnell Clerk.

On the 12th day of September A.D. 1895, the following Motion was filed by the Clerk of this Court, to-wit:

Motion.
6781

E. C. Gleason's Sons.
vs
William Woodworth et al
Court of Common Pleas,
Union County, Ohio.

The plaintiff moves the Court for judgment on the pleadings in this cause, because;

1st: The item of May 22nd 1894, in plaintiffs account-as set up in its petition amounting to \$71.77, and the item in the same of date May 28th same year, amounting to \$33.75 - the two items together amounting to \$105.52, are not disputed, and as to which there is no defense.

The plaintiff therefore asks judgment for said undisputed sum, not exceeding the amount claimed by the plaintiff in its petition.

Porter-Porter Atty's. for Plffs.

Entry-
6781

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Amended
Answer.
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Entry-
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Afterward on the 16th day of September A.D. 1895, the following Entry was filed by the Clerk of this Court, to-wit:
C. C. Gleason's Sons, | Court of Common Pleas,
vs | Union County, Ohio.
William Woodworth et al

This day came on this cause to be heard on Motion for leave made by the defendant William Woodworth to file Amended Answer was argued by counsel and submitted to the Court.

Whereupon the Court being fully advised in the premises do sustain said Motion and grant such leave to file Amended Answer by November 15th next, and cause continued.

L. Piper
Attorney for Defendant
Peter Pooler.

Amended
Answer.
6781

Afterward on the 11th day of November A.D. 1895, the following Amended Answer was filed by the Clerk of this Court, to-wit:
C. C. Gleason's Sons | Court of Common Pleas,
vs | Union County, Ohio.
William Woodworth et al

And now comes the defendant, William Woodworth and for his Amended Answer to plaintiffs petition, says: that he denies each and every allegation in plaintiffs petition.

2nd Par. And for a second paragraph and further separate answer to plaintiffs petition, defendant William Woodworth says: that the first item in plaintiffs charges as set forth in their petition was never received by him but was forwarded to Smith and Weaver, Marion Indiana, on plaintiffs order; that the second item in said charges was for lemons which were sold to defendant William Woodworth on a guaranty that they would hold up and not spoil before the following fall months; but said defendant avers that said lemons rotted and spoiled and did not hold up as guaranteed and were nearly all a total loss;

The third item in said charges was for cabbage shipped by plaintiffs to defendant William Woodworth, but said cabbage was frozen and unfit for any use whatever, and consignee refused to accept same and telegraphed refusal to consignors; that item fourth and fifth in said charges were paid in full on the 14th day of June A.D. 1894, as shown by credit set forth in plaintiffs petition, that the sixth item in said charges is entirely erroneous as the potatoes were furnished by defendant to plaintiffs and should appear as a credit instead of a charge - leaving nothing whatever due plaintiffs, wherefore defendant demands judgment for costs and for all other proper relief.
W. M. Woodworth

The State of Indiana, Howard County, ss:

William Woodworth, being duly sworn according to law, says that the facts stated and the allegations in his foregoing Amended Answer, are as he verily believes true.

Sworn to before me by William Woodworth and by him subscribed in my presence this 4th day of November A.D. 1895. A. W. Grant Notary Public

Reply
6781

Afterward on the 13th day of January A.D. 1896, the following Reply was filed by the Clerk of this Court, to wit:
E. C. Pleasants Sons
vs
William Woodworth et al
Court of Common Pleas,
Union County, Ohio.

The plaintiff replies to the amended answer of William Woodworth filed herein on November 11th, 1895, and to the second defense in said answer marked "2^d Par." and for reply says that plaintiff denies each and every statement and allegation contained in said second defense.

Porter Porter
Atty. for plaintiff

E. W. Porter being duly sworn makes oath that he is one of the attorneys for the plaintiff in this action, that the plaintiff and each and all of its members are non-residents of said County of Union, and now absent therefrom; and affiant believes the facts stated in the foregoing pleadings to be true.

E. W. Porter

Sworn to by E. W. Porter before me and signed by him in my presence this 13th day of January, 1896.

J. N. Grunell Clerk
By Geo. A. Grunell Deputy

Amended
2^d Par. of
Answer.
6781

Afterwards on the 10th day of April A.D. 1896, the following Amended Answer was filed by the Clerk of this Court, to wit:
E. C. Pleasants Sons.
vs
William Woodworth et al
Court of Common Pleas,
Union County, Ohio.

Comes now the defendant William Woodworth and for an amended second paragraph and further separate answer to plaintiffs petition says:

That plaintiffs do not set forth in their petition the full account between themselves and defendant; that their dealings began in the month of February, 1894, when plaintiffs sold defendant three (3) crates of cabbage and two (2) barrels of Onions, but said Cabbage and Onions, (to the value of ^{approximately} Four Dollars and sixty eight cents (\$4.68)) were frozen and worthless on arrival at Kokomo Indiana, and defendant refused to receive or accept same, and wired refusal to plaintiffs, and they had full knowledge of the fact that defendant refused to pay for same and corresponded with defendant relative to the same, trying to adjust the account right up to the time of filing their petition.

Defendant further says that the first item in plaintiffs charges as set forth in their petition was never received by him but was forwarded to Smith and Cleaver, Marion, Indiana on plaintiffs order; that the second item in said charges was mostly for lemons, 75 boxes of lemons of the value of One Hundred Seventy Three Dollars and Eighty Five cents (\$173.85) which plaintiffs by their agents and traveling salesman Mr. Wilford S. Phelps traded to defendant for potatoes, said potatoes to be shipped to order of plaintiffs at any time designated by them; that said lemons were traded to defendant on a guarantee that

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they would hold up and not spoil before the following fall months; and defendant avers that said lemons rotted and spoiled and did not hold up as guaranteed and were nearly a total loss; that pursuant to the terms of the trade defendant shipped to plaintiff in good condition Forty Eight barrels of potatoes (144 bushels) at 80¢ per bushel to be applied on the lemon account; that the balance due on said item was paid May 19th 1894, to plaintiff long before the beginning of this suit; that items three, four and five in said charges were paid in full by payments made May 19th 1894, and on June 9th and 14th, 1894, long before the filing of this suit; that the sixth item in said charges is entirely erroneous as the potatoes were furnished by defendant to plaintiff and should appear as a credit instead of a charge, leaving nothing whatever due plaintiff, wherefore defendant demands judgment for costs and for all other proper relief.

William Woodworth.

State of Indiana, Howard County, ss:

William Woodworth being duly sworn according to law says that the facts stated and the allegations in his foregoing amended second paragraph of answer are true in substance and in fact as he verily believes.

Subscribed and sworn to before me this the day of February, 1896.

J. C. McKenill

Notary Public.

Afterward on the 10th day of April A. D. 1896, the following Reply was filed by the Clerk of this Court, to-wit:

Reply
6781

C. C. Gleason Sons | Court of Common Pleas,
vs | Union County, Ind.
William Woodworth et al

The plaintiff replies to the 3rd Amended Answer of said William Woodworth, and admits that defendant did upon the order of said Woodworth ship to him 3 cases of Cabbage and 2 barrels of Onions, and the same were in prime condition when shipped.

That the first item of plaintiff's account was for 2 barrels of pine Apples, and were shipped to Smith and Weaver, Marion Indiana, and defendant was duly credited with the price \$11.50 in the item of credit of June 14th 1894, of \$151.50, as proven by testimony on file, and plaintiff denies each and every allegation of said 3rd Amended Answer not admitted to be true; and asks as plaintiff has already asked in his petition

Porter Porter
Atty's for Plfs.

John L. Porter makes oath that he is one of the Attorneys for the plaintiff in this action; that the plaintiff and every member comprising the partnership are non residents of said County of Union, and affirms and believes the facts stated in the foregoing pleadings to be true.

John L. Porter.

Sworn to by John L. Porter before me and signed by him in my presence this 10th day of April, 1896.

J. C. McKenill Clerk

Entry
6781

Afterward on the 4th day of May A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

C. C. Pleasants Sons
vs
William Woodworth and
Emma Woodworth
Court of Common Pleas,
Union County, Ohio.

This day this cause came on for trial, and both parties waived a trial by jury, and agreed and consented that this cause be tried by the Court, and the Court after hearing the evidence, and the arguments of Counsel upon the issues made do find for the plaintiffs, and that they are entitled to judgment against said William Woodworth for the sum of One Hundred and two & 60/100 Dollars with interest from June 21st 1894, as plaintiffs have claimed in their petition.

It is therefore considered that the plaintiffs recover against the defendant William Woodworth said sum of \$102.60, with said interest amounting on April 6, 1896, to One Hundred and thirteen & 62/100 Dollars, (\$113.62) and also the costs in this behalf expended, taxed at \$

This judgment will draw interest from the first day of this term of Court to-wit: from April 6th, 1896.

Motion for a new trial filed, and overruled by the Court, which ruling and decision the defendant excepted

L. Piper for Deft.

Entry
6781

Afterward on the 8th day of June A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

C. C. Pleasants Sons.
vs
William Woodworth and
Emma Woodworth his wife.
Court of Common Pleas,
Union County, Ohio.

This day this cause came on further to be heard upon the motion of plaintiff to set aside the deed made by the defendant William Woodworth (through Hilah Woodworth a trustee) to the said Emma Woodworth, and upon the answer of said Emma Woodworth and the reply of plaintiff thereto, and the pleadings and evidence, and was argued by counsel.

On consideration whereof the Court find that the deed of conveyance, made by the William Woodworth, through said trustee to his wife, the said Emma Woodworth, was made with intent to defraud the creditors of the said William Woodworth, as the plaintiff has in his said reply to said answer of Emma Woodworth alleged.

It is therefore considered, decreed and adjudged that the conveyance so made to the said Hilah Woodworth, and from her to said Emma Woodworth be, and the same are hereby set aside, vacated, annulled and decreed to be of no force and effect in law, to convey the title of said premises to said Emma Woodworth.

It is further considered and decreed that the said premises as attached in this cause, and described in said attachment-proceedings, be, subjected to the payment of the judgment heretofore rendered in this case against said William Woodworth, and in favor of plaintiff, and for that purpose it is ordered that an order of sale be issued to

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the Sheriff of this county, commanding him to appraise, advertise & sell said real estate attached as upon execution at law, and that said Sheriff made due return of his proceedings under said order of sale to this Court for further order in the premises; and that plaintiff recover his costs herein taxed at \$; to all of which orders, rulings and decrees the said defendants hereby except, and moves the Court for a new trial, and Motion overruled by the Court:

Porter & Porter for Plfs.
L. Piper for Defs.

Attest,
J. N. Haswell
Clerk.

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Cause continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the State of Ohio before the Honorable John A. Price Judge of said Court of the Term of April to wit; on the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to wit, on the 24th day of December A.D. 1895, O. D. Browning filed in the Clerks office of the said Court of Common Pleas the following Petition against Almada Browning to wit:

Petition
7022

O. D. Browning vs Almada Browning
Case of Common Pleas,
Union County, Ohio.

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union.

That on or about day of November, 1865, he was married to the defendant.

The following children were born of such marriage; Ida E. Browning, now Ida E. Hall, age 28 years; Fried F. Browning age 11 years.

Defendant was on the 23rd day of December, 1895, guilty of extreme cruelty towards plaintiff in this, that she took buggy whip and crested herself in the barn of this plaintiff and struck said plaintiff over the head, cutting the face and head of this plaintiff, and said defendant has at divers times prior to said 23rd day of December struck and abused this defendant.

That on or about the first day of November, 1895, said defendant followed this plaintiff to his Slaughter House and threw stones at this plaintiff and struck said plaintiff, and took a heavy piece of wood and struck this plaintiff over the head and shoulders; that said defendant comes into the place of business of the plaintiff "A Slaughter Shop" and calls this plaintiff hard names and uses language not fit to be placed in a man and impairs with the plaintiffs business to his great injury; and this defendant at different times during the year last past has threatened to kill this plaintiff and their son, and to burn said plaintiffs property and to kill said plaintiffs stock.

The said plaintiff for a second cause of Action says she is a resident of the State of Ohio, and for the year last past and has a bona fide residence in this County of Union, and was married as set out in said first cause of Action; that said defendant has been guilty of gross neglect of duty toward this plaintiff by refusing to cook for said plaintiff and their son and by locking the house so said plaintiff could not get into the house and was compelled to go away from home for place to sleep and to get his meals, and that said defendant has torn and destroyed said plaintiffs clothing and left said plaintiff to cook his meals himself or go to a boarding house.

The plaintiff is the owner of the following real Estate in Richwood Ohio, of said County, described as follows:

Part of In Lots Nos. 69 & 70 being 13 feet off the south side of Lot 69 and 5 feet off the north side of said Lot No. 70, extending the full

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length of said lots; said plaintiff owns the undivided one half interest of the above described real estate.

Said plaintiff also owns the undivided one half interest of the south half of the following described real estate, situate in the village of Richmond, Union County, Ohio; Beginning at a stake in the north line of land owned by James L. Thompson now owned by two of Thompsons, thence and running with said line S. 89° 43' E. 48 poles to a stake in said line; thence N. 77° 40' W. 13 1/2 poles; thence N. 89° 43' E. 13 1/2 poles to the place of beginning, containing four (4) acres of land.

Said defendant is the owner of the following real estate situate in the village of Richmond, Union County, Ohio, described as follows; 88 feet off the west side of the east half of Lot No. 5, and two feet in width off the east side of the west half of the said lot No. 5.

The plaintiff prays that he may be divorced from the said defendant and that he may be decreed the custody of their said child Fred F. Browning, and asks that defendant may be restrained and enjoined by an order of Court from in any way interfering with the plaintiff or his business, or with him in the possession of their said child Fred F. Browning or from selling or disposing or encumbering any of the property of this plaintiff, and that on final hearing said plaintiff may be decreed to hold his said property free and clear of any interest or dower of said defendant and for all further and proper relief.

C. J. Hoopes
Attorney for Plaintiff.

State of Ohio, Union County, ss:

O. D. Browning being first sworn says, the facts and allegations of the foregoing petition are as he believes true.

O. D. Browning

Sworn to and subscribed in my presence by O. D. Browning this 24th day of December, 1895

(Seal)

J. M. Gosnell Clerk.

Receipt for Summons

To the Clerk:

Issue Summons of the petition in the above cause, and copy of petition to the Sheriff of Union County, returnable according to law, endorse "Action for divorce and custody of child Ed Enjunction, and other relief." Enjunction allowed.

W. J. Hoopes
Attorney for Plaintiff.

Summons in Divorce

On the 24th day of December A. D. 1895, the following summons was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County:

You are commanded to notify Almedia Browning that O. D. Browning has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her), charging her with Extreme Cruelty, and asking that he may be divorced from her, and that he be granted the custody of their child, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after

The service of this writ.

You will make due return of this summons on the 6th day of January A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at seals Marysville, this 24th day of December, 1895.

J. V. Russell Clerk

Sheriff's Return.

Sheriff's Fee	\$	cts.
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Docket		10
Return		25
Total	6	28

Received 1 O'clock P.M. on the 24th day of Dec. A.D. 1895; and on the 20th day of December A.D. 1895; I served the same by handing, a true copy thereof of this writ with the endorsements thereon together with a copy of the petition personally to Almedia Browning.

Wm. S. Smeygrass Sheriff.

Order of Injunction by Probate Judge. 7022

On the 24th day of December A.D. 1895, the following Order of Injunction was filed by the Clerk of this Court to wit: Motion for temporary Injunction in the Court of Common Pleas, Union County, Ohio

Almedia Browning vs Almedia Browning

Before the Probate Judge.

And now on this 24th day of December, 1895; came the plaintiff, by William T. Hooper his attorney, and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff, Almedia Browning and the affidavit therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is, allowed in this case to restrain the said defendant from in any way interfering with the plaintiff, or his business, or with the plaintiff in the possession of said Child Fred T. Browning, or from selling or disposing of, or injuring any of the property of said plaintiff, as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed "injunction allowed," and it is further ordered that a bond in the petition premises be dispensed with.

James M. Campbell Probate Judge.

Certificate of Copy.

The State of Ohio, Union County, ss:

I, James M. Campbell sole Judge and ex-officio Clerk of the Probate Court, within and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original Order of Injunction now on file in said Probate Court in the cause.

seals

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Marysville this 24th day of December, 1895.

James M. Campbell Judge and ex-officio Clerk.

Order of Injunction. 7022

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Affidavit for Alimony Caudate. 7022

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On the 24th day of December A.D. 1895, the following order of Injunction was issued to the Sheriff of Union County, Ohio, to-wit:
The State of Ohio, Union County, ss.
Court of Common Pleas of said County.

Order of Injunction.
7022

O. D. Browning
vs
Almedia Browning

To the Defendant
Almedia Browning.

By an order of this Court made this 24th day of December, 1895; as appears by the journal of said Court, you are enjoined from in any way interfering with the plaintiff or his business, or with the plaintiff in the possession of this said child Fred T. Browning or from selling or disposing of or impairing any of the property of said plaintiff until the further order of the Court.

Witness my signature and the seal of said Court,
this 24th day of December A.D. 1895.

J. H. Roswell Clerk

Sheriff's Return.

Sheriff's Fee	\$	Cts.
Service		25
Mileage	2	64
Copy		20
Return		25
Total	2	34

The State of Ohio, Union County, ss.

Received this writ December 24th A.D. 1895; at 7 O'clock P.M. and on the 25th day of December A.D. 1895, I served the same by handing a true copy of this writ with the endorsements thereon to Almedia Browning personally.
Wm. S. Swadgrass Sheriff

On the day of April A.D. 1896, the following Notice was filed by the Clerk of this Court to-wit:

Notice
No. 22

O. D. Browning
vs
Almedia Browning

Court of Common Pleas
Union County, Ohio.

The plaintiff will take notice that the defendant will make application for an allowance of Alimony pendente lite, and that the same will be heard by Hon. John A. Price, Judge of above named Court, at Chambers, in the City of Bellefontaine, Ohio, on Thursday, the 26th day of March, A.D. 1896, at two O'clock P.M.; and that affidavits will be filed at said hearing.

Dated this 23rd day of March, 1896.

Almedia Browning
By her Attorney,
H. W. Spicer.

Return.

Received this notice at or about 9 O'clock on the 23rd day of March, 1896, and served the same upon the within named plaintiff, O. D. Browning, at about 12:30 O'clock on said day, by delivering to him personally a true and certified copy thereof, with all the endorsements thereon.

J. M. Flickinger, Constable.

Affidavit for Alimony Pendente Lite

On the 14th day of April A.D. 1896, the following Affidavit for Alimony Pendente Lite was filed in the Clerk's office, to-wit:

7022

O. D. Browning
vs
Almedia Browning

Court of Common Pleas
Union County, Ohio.

The State of Ohio, Union County, ss:

Almedia Browning being duly sworn deposes and says:

That she is the defendant in the above entitled action now pending in the aforesaid Court, in which the plaintiff O. D. Browning has petitioned for a divorce from said defendant; and that the affiant was united in marriage with the said plaintiff on or about 11 day of November, 1865,

That the plaintiff fails or neglects to support said affiant notwithstanding his ability to do so.

The plaintiff is the owner of Real Estate of the value of One Thousand Dollars, and is the owner of Chattels and personal property of the value of Six Hundred and Fifty Dollars.

That the said affiant is in need Alimony for her sustenance,

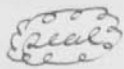
that the said affiant and defendant has no personal means by which to procure legal assistance to defend her interest in the said action; and that she believes she has a good and sufficient defense to make thereof if she be granted Alimony, for an attorney fee.

Witness her hand

H. S. Stiles.

Almedia Browning

Sworn to and subscribed before me this the 23rd day of March, 1896.



Henry S. Stiles
Notary Public

Fifty Dollars Alimony Pendente Lite allowed, payable to attorney for defendant; \$25⁰⁰ of which to be paid in 10 days, and \$25⁰⁰ in 20 days from the 26th day of March, 1896.

Geo. A. Price
Judge.

Answer Ed
Cross-Petition.

7022

Afterward on the 25th day of April A.D. 1896, the following Answer and Cross-petition was filed by the Clerk of this Court, to wit:

O. D. Browning
vs
Almedia Browning
Court of Common Pleas,
Union County, Ohio.

1st. Defendant in answer to plaintiff Petition herein, admits the residence of plaintiff, his marriage to defendant, and the issue of said marriage, all to be as in said petition stated, and further admits that plaintiff and defendant each own the respective property described and alleged to be owned by each in said petition; but denies each and every other allegation in said petition contained.

2nd. By way of Cross-petition defendant avers that plaintiff has been guilty of extreme cruelty toward her in that on or about the 18th day of April, 1896, and at various other times both prior and subsequent to said date, he struck and beat said defendant and threatened to cut her throat, and used profane and abusive language towards her.

Defendant avers that the real estate described in petition of the plaintiff in which plaintiff owns an undivided half interest

Entry
7022

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Wherefore the defendant prays that she may be granted the custody of their said child Fred F. Browning, that she be granted all proper and equitable relief.

H. V. Spicer
Attorney for Defendant.

Afterward on the 8th day of June A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Entry
7022

A. D. Browning | Court of Common Pleas
vs | Union County, Ohio.
Almedia Browning

This cause coming on for hearing this 8th day of June, 1896, the Court, after hearing evidence therein and upon due consideration thereof, find the facts stated and allegations made in the plaintiff's petition to be true, that the defendant has been duly served with summons and has entered her appearance by pleading herein, and that she has been guilty of extreme cruelty and gross neglect of duty toward the plaintiff as and in the manner in his said petition alleged; and that by reason thereof the plaintiff is entitled to a divorce from defendant, as prayed for in his petition.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said A. D. Browning and Almedia Browning be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said son, Fred F. Browning, of the parties hereto be, until further order, confided to the plaintiff herein exclusively; and the defendant is hereby enjoined from in any manner interfering with plaintiff in his custody of said child, but she shall have the privilege of seeing and being with him, the said child, twice each week, on Sundays and Thursdays between the hours of two O'clock P. M. and five O'clock P. M., and any violation of this privilege or abuse thereof may be reported to this Court.

The Court further find that the plaintiff is the owner in fee simple of an undivided half interest in the following real estate:

Situate in the village of Richmond, County of Union, and State of Ohio, and known and described as follows:

Part of lots numbered sixty-nine (69) and seventy (70), being thirteen feet off the south side of Lot No. 69 and five feet off the north side of Lot No. 70, extending the full length of said lots.

Also an undivided half interest in the south half of the following described tract situate in the same village, County and State:

Beginning at a stake in the north line of land owned by James E. Thompson, and running with said line S. 89 48 E. 48 poles to a stake in said line; thence N. 17 40 W. 13 poles; thence N. 89 43 W. 48 poles to a stake; thence S. 17 40 E. 13 poles to the place of beginning, containing four acres of land, excepting sixteen (16) feet off the west end of said tract.

The Court further find that the defendant is the owner in fee simple of the following described real estate:

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Situate in the village of Richwood, County of Conion and State of Ohio, and being thirty three (33) feet off the west side of the east half of lot numbered five (5) and two (2) feet in width off the east side of the west half of said lot No. 01

It is therefore ordered, adjudged and decreed by the Court that each of the parties hereto be forever divested of all and every claim, title, or interest, by right of dower or otherwise, in, or to, any of the real estate of the other hereinbefore described; and that each shall have full power to use, manage, lease, rent, or dispose of that part of said real estate respectively belonging to him or her as, when and in any manner he or she may see fit; and each is hereby enjoined from interfering in any manner with the rights of the other, and from setting up any claim of title to, or interest in the said real estate herein above found to belong to the other.

The order and decree immediately foregoing, the Court hereby find is made upon the proposition of plaintiff and with his full and free consent in open Court in the hearing hereof expressed.

It is further ordered and adjudged as and for alimony that the plaintiff be and hereby is required to cancel and turn over unto defendant a certain promissory note amounting to about two hundred dollars, signed by herself and one Bruce Charles as her surety, which plaintiff has purchased and now holds; that defendant have and possess one cow, the property of plaintiff, and all the household and kitchen furniture, goods and utensils.

It is further ordered and decreed by the Court that the defendant be, and she hereby is, restored to her maiden name of Almida Charles.

And it is further considered that plaintiff pay the costs of this proceeding taxed at \$46.47 for which execution is awarded.

W. J. Hoopes
Attorney for Plaintiff
H. V. Spitzer & J. E. Miller
Attorneys for Defendant.

Attest
J. M. Roswell
Clerk.



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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court of the Term of April, to wit, on the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit, on the 4th day of April, 1896, The Farmers Bank of Marysville, Ohio, filed in the Clerk's office of the said Court of Common Pleas the following Petition against Bessie Buffington et al to wit:

Petition. The Farmers Bank
7081 vs
Bessie Buffington et al
B. V. Buffington,
Mrs. Thompson
D. W. Ayers and
J. L. Cameron.

Court of Common Pleas,
Union County, Ohio.

Petition.

The plaintiff says, that it is an incorporated Banking Company doing business at Marysville in said County of Union, and that this its first cause of action is founded upon a promissory note of which the following is a copy viz:

"No - Marysville, Ohio, March 29th, 1895.

One year after date we promise to pay to the order of J. L. Cameron and D. W. Ayers at Marysville, Ohio, One Thousand Three Hundred Dollars, value received, with interest at eight per cent. per annum
\$1300.00

Bessie Buffington
B. V. Buffington "

There are no credits or payments upon said note.

On the 15th day of August, 1896, and before said note became due, the said J. L. Cameron and D. W. Ayers, sold, indorsed and delivered the same to plaintiff by written indorsement thereon as follows:

"For value received we hereby guarantee the payment of the within note at maturity or at any time thereafter, with interest at the rate of 8 per cent. per annum until paid, waiving demand, notice of non-payment and protest.

D. W. Ayers "
J. L. Cameron "

The defendants Bessie Buffington and B. V. Buffington are liable on said note as makers, and the defendants D. W. Ayers and J. L. Cameron as indorsers.

There is due from the defendants to the plaintiff on said note the sum of Thirteen Hundred Dollars, which sum it claims with interest thereon at 8 per cent. from the 29th day of March, 1895.

Second Cause of Action:

The plaintiff further says, that at the time of the execution of the note above set forth and to secure the payment of the same and the money stated therein, the said Bessie Buffington and B. V. Buffington, did by their mortgage deed, duly executed and delivered to the said D. W. Ayers and J. L. Cameron, convey to the said defendants D. W. Ayers and J. L. Cameron their heirs and assigns forever, the following of

real estate situated in the County of Cuyahoga, in the State of Ohio, bounded and described as follows;

Being the undivided one-third of land, beginning at a stake (Ash bears North 2 1/2 feet original line) on the bank of Big Darby Creek and southerly corner of A. Snowalter's land; thence down said Creek at low water mark S. 3 3/4 E. 40 1/2 poles S. 49 1/4 E. 10 4/10 poles, S. 85 E. 14 2/10 poles to the dam across said Creek at the head of the Mill race; thence crossing said dam S. 85 1/4 E. 4 2/10 poles to the bank of said Mill race; thence down said race and with the bank thence N. 86 3/4 E. 9 2/10 poles, S. 72 3/4 E. 9 1/10 poles, S. 74 3/4 E. 8 6/10 poles, S. 84 1/2 E. 10 7/10 poles, N. 85 1/4 E. 7 7/10 poles, N. 60 3/4 E. 10 poles to a stake on the bank of said Mill race (Cycamore bears N. 2, W. 9 feet); thence N. 2, W. 20 1/10 poles to a hackberry tree; thence N. 46, E. 15 poles to a stake and willow on the south bank of Big Darby Creek; thence crossing said Creek, N. 5, W. 7 3/10 poles to a stake and stone (withins large Oak S. 82, E. 1 pole; thence N. 25, E. 75 6/10 poles to the center of a ditch (stone bears S. 25, W. 7 feet); thence with said ditch N. 58, W. 88 1/10 poles (stone on North bank); thence N. 57, E. 19 7/10 poles to a stone and large S. E. corner of Michael Davis land; thence with said Davis land line, N. 33 1/2 W. 33 7/10 poles to a stone, another corner of said Davis; thence with another of said Davis land line and the line of A. Snowalter's land S. 87 1/2 W. 105 4/10 poles to a stone in the center of the Willford and North Darby gravel road; thence with said Snowalter's land line S. 56 1/2 W. 49 8/10 poles to the beginning containing 75 4/10 acres of land more or less;

The quantity of the above land conveyed being the undivided one-third part thereof.

Also the undivided one third of the following described real estate situate in the County of Cuyahoga and State of Ohio, beginning at a stake and stone south westerly corner corner of land conveyed by the heirs of Samuel Buffington to Oscar Goff and in the center of the Willford and Allen Center gravel road, thence with the center of said road S. 24 1/2 W. 7 7/10 poles to a stake in the center of an open ditch in the line of Luther and Mary A. Buffington's land; thence with the center of said ditch S. 87 1/2 E. 29 6/10 poles to the west line of Albert Downes land; thence with said Downes land line N. 23, E. 22 poles to a stone and end poles of brick S. E. corner of said Oscar Goff's land; thence with the line of said Goff's lot N. 67 3/4 W. 26 poles to the beginning containing 2 6/10 acres of land being in all 78 acres (see deed for above land, Record 68, page 622. All of the above described land is in Cuyahoga 4278.

To have and to hold the same to the said D. W. Byers and J. L. Cameron their heirs and assigns forever; Said mortgage deed was given to secure the note herein described and had a condition thereunder written whereby it was provided, that if the said B. V. Buffington or Bessie Buffington or either of them shall pay or cause to be paid to said J. L. Cameron and D. W. Byers this promissory note of even date herewith for the sum of One Thousand Three Hundred Dollars with 8 per cent interest per annum, and due and payable in one year from date then these presents to be void, but otherwise in full force and effect.

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The said Mortgage deed was duly left with the Recorder of said County of Union, on the 30th day of March, 1895, at 10 o'clock A. M. for records, and was by him duly recorded in the record of Mortgages in Vol. 36, on page 5, records of Mortgages of said County of Union, and State of Ohio.

On the 15th day of August, 1895, the said D. W. Ayers and J. L. Cameron for a valuable consideration in hand paid, transferred and assigned all their right, title and interest in said Mortgage deed to the plaintiff by their written assignment indorsed on said Mortgage which assignment was duly entered on the records of Union County, Ohio, on the 15th day of August, 1895.

The plaintiff is now the owner and holder of said Mortgage deed by reason of the premises.

When said promissory note became due and payable according to the tenor and effect thereof as set forth in the first and second causes of Action herein, it was not paid or any part thereof, whereby the conditions of said Mortgage deed is broken and the same has become absolute, no part whatever of said note or interest having yet been paid.

The plaintiff says that the said Moses Thompson claims some judgment lien or interest in said premises, but the plaintiff says that its Mortgage lien herein set forth is the first and best lien upon said premises, and the said Moses Thompson is made party hereto and required to set forth his lien or claim upon said land, and in default thereof be forever barred.

Whereupon the plaintiff prays for judgment against the said Bessie Buffington and B. V. Buffington as makers and said D. W. Ayers and J. L. Cameron as indorsers of said note in the sum of Thirty Two Hundred Dollars with interest at 8 per cent from the 29th day of March, 1895; and also an order to pay said judgment by a day to be named; said premises to be appraised advertised and sold as upon execution, and the proceeds of said sale to be applied to the payment of said judgment or to be rendered, and that all questions of liens and priority thereof be determined and for all such other and further relief as may be equitable and just, and the nature of the case require.

Cameron & Cameron Ed Ayers Ayers
Attorneys for Plaintiff.

The State of Ohio, Union County, ss:

Chas. W. Southard being sworn says, the plaintiff is a corporation and that affiant is its agent and Cashier, and the facts contained in the foregoing petition and within the personal knowledge of affiant, and are true as affiant verily believes.

Chas. W. Southard

Sworn to before me and signed in my presence this 4th day of April 1896.

great seal

J. N. Roswell Clerk

We waive the issuing and service of process summons and enter our appearance.

J. L. Cameron
D. W. Ayers

April 4/96.

Summons.

On the 4th day of April A.D. 1896, the following Summons was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County:

You are hereby commanded to notify Bessie Buffington B. C. Buffington and Cass Thompson, that they have been sued by The Farmers Bank of Craysville, Ohio, in the Court of Common Pleas of Union County, and must answer by the 2nd day of May A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 13th day of April A.D. 1896.

Witness my hand and the seal of said Court, this 4th day of April A.D. 1896.

Seal

J. H. Roswell Clerk

Sheriff's Return.

The State of Ohio, Union County, ss:

Sheriff's Return	\$	Cts
Sum. & Return	80	
Mileage	48	
Copy	45	
Total	173	

Received this writ April 6th A.D. 1896, at 11 O'clock A.M. and served same by delivering a true copy of this writ with the indorsements thereon to Bessie Buffington and B. V. Buffington personally, and to Cass Thompson by leaving a copy at his usual place of residence on the 8th day of April, A.D. 1896.

Wm. S. Snowgrass, Sheriff.

Entry 7081

Afterwards on the 4th day of May A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

The Farmers Bank
vs
Bessie Buffington et al

Court of Common Pleas,
Union County, Ohio.

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court finds that the defendants B. V. Buffington and Bessie Buffington have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendants B. V. Buffington and Bessie Buffington on the promissory note set forth in the petition with interest to this date, (May 4th 1896) the sum of Fourteen Hundred and Fourteen and 40/100 Dollars (\$1414.40).

The Court further finds that in order to secure the payment of said note, the defendants B. V. Buffington and Bessie Buffington executed and delivered to said J. L. Cameron and D. W. Byers their certain mortgage, as in the petition described and upon the premises therein stated, and that said mortgage was left for record, and recorded as stated in the petition, and is a good and valid lien on the premises described in the petition, and that said mortgage was by said J. L. Cameron and D. W. Byers duly assigned to the plaintiff as stated in the petition, and the plaintiff is entitled to have said mortgage foreclosed; by reason of the conditions in the same having been broken.

It is therefore considered by the Court that the plaintiff

Order of Sale

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recovered from the defendants B. V. Buffington and Bessie Buffington the said sum of Fourteen Hundred and Fourteen and 4/100 Dollars and its costs herein expended.

And it is further adjudged and decreed that unless the defendants B. V. Buffington and Bessie Buffington shall within one day from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid, with interest from the 4th day of May 1896, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Order of Sale

Afterward on the 6th day of May A.D. 1896, the following Order of Sale was issued by the Clerk of this Court, to-wit:

The State of Ohio, Union County ss:
To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Mansfield in said County of Union on the 4th day of May, 1896, The Farmers Bank obtained a judgment and decree against Bessie Buffington et al for the sum of Fourteen Hundred and Fourteen and 4/100 Dollars and Fourteen and 8/100 Dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said Bessie Buffington et al within one day from the 4th day of May A.D. 1896, pay unto the said The Farmers Bank the said sum of Fourteen Hundred and Fourteen and 4/100 Dollars, with interest from the 4th day of May, 1896, and costs aforesaid; and, on default to pay the same that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition, &c.

And whereas the one day aforesaid has fully expired, and the said sum of Fourteen Hundred and Fourteen and 4/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements, situated in Union County, Ohio, to-wit:

Bound and described as follows viz: Being the undivided one-third of land; beginning at a Stake (ash bears with 2 1/2 ft. original tree) on the bank of Big Darby Creek and southerly corner of A. Shovalters land thence down said creek at low water mark S. 3 3/4 E. 40 1/2 poles, S 49 1/4 E. 10 4/100 poles to the dam across said creek at the head of the Mill race; thence crossing said dam S. 35 1/4 E. 4 2/100 poles to the bank of said Mill race; thence down said race and with the bank thereof N. 86 3/4 E. 9 2/100 poles S. 72 3/4 E. 9 8/100 poles S. 74 3/4 E. 8 6/100 poles S. 84 1/2 E. 10 7/100 poles N. 88 1/4 E. 7 4/100 poles N. 60 3/4 E. 10 poles to a stake on the bank of said Mill race (Lycamun bears N. 2 W. 9 feet) thence N. 2 W. 20 2/100 poles to a hackberry

tree; Thence N. 46 E. 15 poles to a stake and a willow on the south bank of Big Darby Creek; Thence crossing said Creek N. 5 W. 78 1/2 poles to a stake and stone (Witness large oak S. 82 E. 1 pole, Thence N. 25 E. 75 1/2 poles to the center of a ditch (Stone bears S. 25 W. 7 feet); Thence with said ditch N. 58 W. 38 1/2 poles (Stone on north bank) Thence N. 57 E. 19 1/2 poles to a stone and large P. O. corner of Michael Davis land; Thence with said Davis land line N. 33 1/2 W. 33 1/2 poles to a stone another corner of said Davis; Thence with another of said Davis land lines and the line of A. Showalter's land S. 37 1/2 W. 100 4/10 poles to a stone in the center of the Wilford and North Darby gravel road; Thence with said Showalter's land line S. 56 1/2 W. 49 3/4 poles to the beginning, containing 75 4/10 acres of land more or less. The quantity of the above land conveyed being the undivided one-third part thereof.

Also the undivided one-third of the following described Real Estate situate in the County of Union and State of Ohio, beginning at a stake and stone South westerly corner of land conveyed by the heirs of Samuel Buffington to Oscar Goff, and in the center of the Wilford and Allen Center Gravel road; Thence with the center of said road S. 24 1/2 W. 7 1/4 poles to a stake in the center of an open ditch in the line of Luther and Mary A. Buffington's land; Thence with the center of said ditch S. 37 1/2 E. 29 1/2 poles to the west line of Albert Downers land; Thence with said Downers land line N. 23 E. 22 poles to a stone and piece of brick, S. E. corner of said Oscar Goff's land; Thence with the line of said Goff's lot N. 67 3/4 W. 26 poles to the beginning, containing 2 6/10 acres of land, being in all 78 acres.

We, therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 6th day of May A. D. 1896.
J. M. Council Clerk

The State of Ohio, Union County, ss.

Sherriff's Fees	\$	cts
Sum. & Ret.	50	
Sum.	25	
Sum. Apprs.	1	20
Sworn "	25	
Convey. "	50	
Writing Apprl & Copy	80	
Notice to Printer	40	
Offs to "	25	
Outage	1	20
Poundage	2	25
Deed	2	00
Total	26	35

In obedience to the command of the order of Sale hereto annexed, I did on the 6th day of May, 1896, summon Alvin Downer R. Hopkins and O. L. Cox, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 6th day of May A. D. 1896, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at One Thousand Two Hundred and Eighty Five & 33/100 Dollars. (\$1285.33 1/3)

Sherriff's Return.

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Sherriff's Sale
7081

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A certified copy of said appraisal & forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 6th day of May, 1896, I caused to be advertised in the Mansville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 6th day of June A. D. 1896, at One O'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit to consecutive weeks; and in pursuance to said notice, I did, on said 6th day of June A. D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Charles Southard who bid for the same the sum of Nine Hundred Thirty (\$930.67) Dollars, the said sum being over two-thirds of the appraised value thereof, and said Charles Southard being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of Nine Hundred and Thirty (\$930.67) Dollars, Wm. J. Smokey, Sheriff.

Affidavit of Printer.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn says, that a copy of the annexed notice was published for 5 consecutive weeks in "The Mansville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with May 6, 1896, W. J. Shearer

Sworn to and subscribed before me, this 20th day of July, 1896, J. N. Hornell Clerk.

Printers Fees, \$27.00.

Sheriff's Sale 7081

The Farmers Bank

Court of Common Pleas, Union County, Ohio.

Bessie Buffington et al

By virtue of the the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansville, Ohio, on Saturday, June 6, 1896, at or about the hour of one O'clock P. M. the following described real estate to-wit:

Situate in Union County, Ohio, and bounded and described as follows, viz; being the undivided one-third of land; Beginning at a stake (ash bears north 2 1/2 feet original tree) on the bank of Big Darby Creek and southerly corner of S. Showalt's land; Thence down said Creek at low water mark, S. 3 3/4 E. 40 1/2 poles, S. 49 1/4 E. 10 1/4 poles to the dam across said Creek at the head of the Mill race; Thence crossing said dam S. 85 1/4 E. 4 2/9 poles to the bank of said Mill race; Thence down said race with the bank thereof N. 86 3/4 E. 9 2/9 poles S. 72 3/4 E. 9 5/11 poles S. 74 3/4 E. 8 6/11 poles, S. 84 1/2 E. 10 7/11 poles, N. 82 1/4 E. 7 1/11 poles, N. 60 3/4 E. 10 poles to a stake on the bank of said Mill race (by camore bears north 2^d W. 9 feet) Thence N. 2^d W. 20 2/11 poles to a hackberry tree; Thence N. 46 E. 15 poles to stake and willow on the south bank of Big Darby Creek; Thence crossing said creek N. 5 E. 7 3/11 poles to a stake and stone (witness large oak S. 82 E. 1 pole; Thence N. 25 E. 75 6/11 poles

to the center of a ditch (stone beads S. 25° W. 7 feet) Thence with said ditch N. 58° W. 38 7/10 poles (stone on north bank) Thence N. 57° E. 19 7/10 poles to a stone and large R.D., corner of Michael Davis' land; Thence with said Davis land line N. 33° 50' W. 33 7/10 poles to a stone another corner of said Davis land; Thence with another of said Davis land line and the line of A. Showalter's land S. 37° 30' W. 100 4/10 poles to a stone in the center of the Guilford and North Darby gravel road; Thence with said Showalter's land line S. 56° 45' W. 49 8/10 poles to the beginning containing 75 4/10 acres of land more or less.

The guaranty of the above land conveyed being the undivided one-third part thereof.

Also the undivided one-third of the following described real estate situate in the County of Union, and State of Ohio:

Beginning at a stake and stone southwesterly corner of land conveyed by the heirs of Samuel Buffington to Oscar Goff, and in the center of the Guilford and Allen Center Gravel road; Thence with the center of said road S. 24° 50' W. 77 1/10 poles to a stake in the center of an open ditch in the line of Luther and Mary H. Buffington's land; Thence with the center of said ditch S. 37 1/2° E. 29 2/10 poles to the west line of Blinn Downer's land; Thence with said Downer's land line N. 23° E. 22 poles to stone and piece of brick southeast corner of said Oscar Goff's land; Thence with the line of said Goff's lot N. 67 3/4° W. 26 poles to the beginning, containing 2 6/10 acres of land, being in all 75 acres.

First tract appraised at \$45 per acre.

The whole of the second tract appraised at \$150.

Wm. S. Swadlow

Sheriff of Union County, Ohio.

May 6, 1896.

June 8, 1896
Entry
7081

The Farmers Bank

vs

Court of Common Pleas
Union County, Ohio.

Bessie Buffington et al

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Charles C. Southard by deed, according to law, the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein and on to be entered on the records.

In making distribution the proceeds of the sale shall be applied to the costs and taxes and plaintiffs judgment.

Attest

J. M. Hoswell

Clerk

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Rice Judge of said Court of the term of January to wit: On the 13th day of January in the year of our Lord one thousand Eight-Hundred and Ninety six.

Be it remembered that herebefore to wit, on the 4th day of January A. D. 1896, Alf Scott filed in the Clerk's office of the said Court of Common Pleas the following Petition against Adelia Goder et al

Petition Alf Scott

7028

vs
Adelia Goder,
Simon Goder and
Maryetta R. Moore.

Court of Common Pleas,
Union County, Ohio.

For the first cause of action plaintiff says that on the 18th day of October, 1893, the said defendants Adelia Goder and Simon Goder executed and delivered to the said defendant Maryetta R. Moore their five several promissory notes, copies of which with their respective indorsements are duly set forth as follows:

"\$ 150.-

Marysville Ohio, October 18th 1893.

On or before the 13th day of April, 1894, we or either of us promise to pay Maryetta R. Moore or order the sum of One Hundred and fifty dollars, for value received, with interest at 6 per cent. from the 13th day of April, 1893, secured by mortgage.

Adelia Goder

Simon Goder "

The following are all the indorsements upon said note, "Marysville Dec. 29/93, Received on the within note \$20⁰⁰"

Nov. 10/94 Received on the within note \$50⁰⁰, fifty dollars."

July 10/95 Received on the within note \$100⁰⁰ One hundred dollars."

Also indorsed "M. R. Moore"

The second note is as follows:

"\$ 100

Marysville O. Oct. 13, 1893.

On or before the 13th day of April 1895, we or either of us promise to pay Maryetta R. Moore or order the sum of One Hundred dollars, for value received with interest at 6 per cent from the 13th day of April, 1893, secured by mortgage.

Adelia Goder

Simon Goder "

The following are all the indorsements on said note.

"M. R. Moore"

The 3rd note is as follows:

\$100⁰⁰

Marysville Ohio, Oct. 18th 1893.

On or before the 13th day of April 1896, we or either of us promise to pay Maryetta R. Moore or order the sum of One Hundred Dollars for value received with interest at 6 per cent from the 13th day of April 1893. Secured by Mortgage.

Adelia Goder

Simon Goder "

The following are all the indorsements on said note
"M. R. Moore"

The fourth note is as follows:
"\$100⁰⁰"

Marysville Ohio, Oct. 18th 1893.

On or before the 13th day of April, 1897, we or either of us promise to pay Maryetta R. Moore or order the sum of One Hundred Dollars, for value received with interest at 6 per cent from the 13th day of April, 1893. Secured by mortgage.

Adelia Goder
Simon Goder "

The following is all the indorsements on said note
"M. R. Moore"

The fifth note is as follows:
"\$100⁰⁰"

Marysville Ohio, Oct. 18th 1893.

On or before the 13th day of April, 1898, we or either of us promise to pay Maryetta R. Moore or order the sum of One Hundred Dollars for value received with interest at 6 per cent interest from the 13th day of April 1893. Secured by mortgage.

Adelia Goder
Simon Goder "

The following is the only indorsements on said note.

"M. R. Moore"

That on or about the 5th day of October 1896; and after the first two notes above set forth became due, the said Maryetta R. Moore, by her signature "M. R. Moore" indorsed, and for value received delivered to the said plaintiff Alf. Scott the said five several notes above described and set forth; the said plaintiff is still the owner and holder of said notes.

The said defendants Adelia Goder and Simon Goder are liable on said notes as makers, and the said defendant Maryetta R. Moore as indorser.

There is due to the said plaintiff Alf Scott to the first day of the term of this Court to-wit January, 13, 1896, upon said notes the sum of \$462.52 with interest from that date at 6 per cent per annum.

For a second cause of action the plaintiff says; that at the time of the execution of the notes above set forth and to secure the payment of the same and the money stated therein; the said Adelia Goder and Simon Goder her husband, did by their mortgage deed duly executed and delivered to the said Maryetta R. Moore, convey to the said defendant Maryetta R. Moore her heirs and assigns forever, the following real estate, situate in the County of Linn, State of Ohio, and in the Township of Paris, and bounded and described as follows; Being lot number five hundred and fifty five (555) in Wm. Robinson's Addition to the village of Marysville; for a more definite description see plat recorded in the Recorder's office, Linn County, Ohio.

To have and to hold the same to the said Maryetta R. Moore her heirs and assigns forever. Which said deed of conveyance had a condition thereunder written whereby it was provided that if the said

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Addia Goder and Simon Goder shall pay or cause to be paid unto the said Maryetta R. Moore, their said five certain promissory notes as follows:

- \$150 due in 1 yr. from the 13th day of April, 1893, with interest at 6 per cent from April 13th 1893;
- \$100 due in 2 yrs. from the 13th day of April, 1893, with interest at 6 per cent from April 13th 1893;
- \$100 due in 3 yrs. from the 13th day of April 1893, with interest at 6 per cent from April 13th 1893.
- \$100 due in 4 yrs. from the 13th day of April, 1893, with interest at 6 per cent from April the 13th 1893;
- \$100 due in 5 yrs. from the 13th day of April, 1893, with interest at 6 per cent from April the 13th, 1893. These three presents to be void, otherwise to be and remain in full force and virtue.

The said Mortgage deed was duly left with the Recorder of said County of Union on the 19th day of October 1893, at 10-35 O'clock A. M., for record, and was by him duly recorded in the record of Mortgages in Volume 26 page 555 of said Union County, Ohio, upon the 20th day of October, 1893.

That when said first note became due it was unpaid but since its maturity to wit; July 10th 1895, it was by the various indorsements thereon paid, but that said second note became due it was wholly unpaid and still remains unpaid except by a credit of \$3¹⁵ surplus from credits upon said first note.

That none of the other notes herein mentioned are paid in whole or in part.

That the conditions of said mortgage deed has been broken and said Mortgage deed has become absolute.

That on the 5th day of October 1895, the said Maryetta R. Moore for a valuable consideration and by her signature "M. R. Moore" transferred and assigned all her right title and interest in said Mortgage deed to this plaintiff Alf. Scott: by her written assignment indorsed on said Mortgage, which said assignment was duly entered on the Records of Union County Ohio, on the 5th day of October 1895.

That plaintiff is now the owner and holder of said Mortgage deed by reason of the premises.

Wherefore the plaintiff prays judgment against said defendants for said sum of \$462.82 with 6 per cent interest from the first day of this term of the Court to wit January 13, 1896.

That said Mortgage deed be foreclosed, the said premises sold as upon execution at law and the proceeds to be applied to payment of said debt and for all proper relief.

J. H. Linkade
Attorney for Plaintiff.

State of Ohio, Union County, ss:

Personally appeared Alf Scott the plaintiff herein, and being duly sworn says that the facts stated and allegations in the foregoing petition are as he believes true.

Sworn to and subscribed before me this 4th day of January, 1896

Filed

Thomas Mulcahy N. P.

Receipt

To the Clerk:

Issue Summons for the defendants Adelia Gorder and Simon Gorder on above petition directed to the Sheriff of Union County, Ohio, endorse Adelin for County, sale of mortgaged premises & relief. Amount claimed \$462.82 interest at 6 per cent from January 13, 1896,

J. H. Kinkadee
Attorney for Plaintiff.

Waiver.

Marysville Ohio, December 30, 1896;
We the undersigned defendants to the foregoing pleading do hereby waive the issuing and service of Summons and enter our appearance herein.

Maryetta R. Moore.

Summons.

Afterward on the 6th day of January A.D. 1896, the following Summons was issued to the Sheriff of Union County, Ohio, to wit:

The State of Ohio, Union County, ss:
To the Sheriff of said County:

You are hereby commanded to notify Adelia Gorder and Simon Gorder that they have been sued by Alf Scott in the Court of Common Pleas of Union County, and must answer by the 8th day of February A.D. 1896; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 20th day of January A.D. 1896.

Witness my hand and the seal of said Court, this 6th day of January A.D. 1896.

J. N. Roswell Clerk
By Geo. A. Roswell Deputy.

Sheriff's Return.

The State of Ohio, Union County, ss.

Sheriff's Fee	\$ 65
Deer. & Rel.	32
Mileage	30
Copy	30
Total	\$ 127

Received this writ January 7th 1896, at 8 O'clock A. M. and served same by leaving a true copy of this writ with the indorsements thereon at the usual place of residence of Adelia Gorder and Simon Gorder on the 8th day of Jan. 1896.
Wm. V. Swadgrass Sheriff.

Entry
7028

Afterwards on the 9th day of March A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

The State of Ohio, Union County, ss:

Alf Scott
vs
Adelia Gorder
Simon Gorder &c
Maryetta R. Moore.

Court of Common Pleas,
Union County, Ohio.

This day this cause came on to be heard by the Court upon the petition of the plaintiff Alf Scott, the said defendants Adelia Gorder Simon Gorder her husband and Maryetta R. Moore being in default for answer or demurrer to the petition, and the Court having heard the proofs and evidence and being fully advised in the premises doth find:

Order of Sale.

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1. All and singular the statements contained in said petition to be true.

2. That there is now due the plaintiff from the said defendants Adelia Goder and Simon Goder as makers and Maryetta R. Moore as indorser upon said promissory notes in the said first and second causes of action set forth in the petition of the plaintiff the sum of One Hundred Thirteen & 5/100 (\$113.57) Dollars, which is entitled to draw interest from the first day of the present term of this Court to wit, from January 13, 1896.

3. That there will be due from said Adelia Goder and Simon Goder as makers and said Maryetta R. Moore as indorser, to the plaintiff, which is secured by said Mortgage herein upon said under promissory notes set forth at 3, 4, 5, of said petition, the following sums of money at the times following to wit:

\$118⁰⁰ April 13, 1896.

\$118⁰⁰ April 13, 1897.

\$118⁰⁰ April 13, 1898.

4. And that excepting what may hereafter be found due to the State for taxes upon said mortgaged property if any the priority of the liens of the parties hereto upon said mortgaged premises is as follows:

First, the Taxes,

Second, the costs of this action, &

Third, the Mortgage lien of the plaintiff herein for the notes due and to become due as accounted to the first day of the present term of this Court to wit, to January 13, 1896, the sum of \$462⁸² with interest from that date.

Wherefore, it is adjudged by the Court that the plaintiff herein recover against the said Adelia Goder and Simon Goder and the said Maryetta R. Moore the said sum so found due together with costs herein for which execution is awarded.

And it is further ordered by the Court that unless the said defendant Adelia Goder pays or causes to be paid said above adjudged sum of money \$113.57 to the plaintiff together with costs within one day from date of Entry hereof an order of sale issue to the Sheriff for the time being, of said County, commanding him as such said Sheriff to cause said premises to be appraised, advertised and sold as upon Execution and bring the proceeds of such sale into Court to be distributed according to its further order.

J. H. Kinkade Stuy.

Order
of
Sale.

Afterward on the 18th day of April A.D. 1896, the following Order of Sale was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County - Greeting:

Whereas at a Court of Common Pleas, holden at the Court-House in Waverly, in said County of Union, on the 9th day of March, 1896, Alf Scott obtained a judgment and Decree against Adelia Goder, Simon Goder as makers and Maryetta R. Moore as indorser for the sum of One Hundred and Thirteen & 5/100 Dollars and Thirteen and 4/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Adelia Eder within one day from the 9th day of March A.D. 1896, pay unto the said Alf Scott the said sum of \$113.57 with interest from the 9th day of March, 1896, and costs aforesaid; and, on default to pay the same, an order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at-law, to sell the real estate described in the plaintiff's petition &c.

And whereas, the one day aforesaid have fully expired, and the said sum of \$113.57, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record—

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and Executions at-law, the following lands and tenements, situate in the County of Union, State of Ohio, and in the Township of Paris, and bounded and described as follows:

Being lot number Five Hundred and Fifty Five (555) in Wm. Robinson's Addition to the Village of Marysville, for a more definite description see plat Recorded in the recorder's Office Union County, Ohio,

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court; at Marysville, this 18th day of April A.D. 1896.

J. N. Russell Clerk.

Seal

Sheriff's Return.

The State of Ohio, Union County, ss:

Sheriff's Fee	\$	cts.
Service	25	
Levy	25	
Sum. Appraisers	1	20
Comy. "	1	00
Writing Appraisal	25	
Copy of "	25	
Notice to Printer	25	
Affidavit to "	25	
Mileage	16	
Return	25	
Total	4	11
Appraisers' Fee	3	00
Commission Fee	10	50

In obedience to the command of the order of sale hereto annexed, I did on the 20th day of April, 1896, summons G. Hopkins, W. J. Barbours & H. E. Voshury three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 20th day of April, A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$376.⁰⁰.

A certified copy of said appraisal & forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 22nd day of April, 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County,

Proof of Publication. 7025

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Saturday
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of Ohio,
Wm. R.
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County,
April 22.
a copy
The Clerk
of Union
Primer's F.

on the day of.

This order returned without sale, by order of plaintiff.
Wm. S. Snowgrass, Sheriff.

Proof of Publication.
7028

Afterward on the 20th day of July, A.D. 1896, the following proof of Publication was filed in the Clerk's Office to-wit:

J. H. Kinkade, Attorney.
A. J. Scott
70
Addiea Bodin et al
Court of Common Pleas,
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Mansville, Ohio, on Saturday, May 23, 1896, at or about the hour of one o'clock, P. M. on said day the following described real estate, to-wit:

Situated in the Township of Paris, County of Union and state of Ohio, and bounded and described as follows:
Being lot number five hundred and fifty five (555) in Wm. M. Robinson's Addition to the village of Mansville. For a more definite description see plat recorded in the Recorder's Office Union County, Ohio.

Appraised at - \$375.

April 22, 1896.

The State of Ohio,
Union County, ss.

Wm. S. Snowgrass
Sheriff Union County, Ohio.

The undersigned, being duly sworn says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with April 22, 1896.

W. C. Shearer

Sworn to and subscribed before me, this 20th day of July, 1896.
Primers Fee. \$10.50.

Attest

A. N. Hosnell
Clerk.



Please continued and held at the Court House in Mansville, within and for the County of Union, in the Tenth Judicial District of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of April to wit: On the 6th day of April in the year of our Lord One thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit: on the 3rd day of October A.D. 1895, Mary A. Gibson filed in the Clerks office of the said Court of Common Pleas, the following Petition against The Toledo and Ohio Central Rail Road Company, to-wit:

Petition
6975

Mary A. Gibson
vs
The Toledo and Ohio
Central Railroad Co.

Court of Common Pleas,
Union County, Ohio,

Plaintiff says that she is the owner of a certain Lot; or parcel of land being one fourth (1/4) of an acre of land, in the Village of Mansville, Ohio, described as follows; being part of No. 3371, for further description see Record of Deeds of Union County, Ohio, Book 96, Page 263;

Plaintiff says that said lot is situated on the west side of North Chamy Street in Mansville Ohio, and fronts 90 feet on said Street and has thereon a dwelling house, and that the same was occupied by her as a residence in 1893.

Plaintiff says for her Cause of Action, that The Toledo and Ohio Central Railroad Company an incorporated Company, doing business in the State of Ohio, did build and put in operation in 1893, their Railroad in and through the County of Union, and in and through the Village of Mansville aforesaid their Railroad and did construct their Railroad within 30 feet of her said house aforesaid, and did cut down the Street in front of her house three feet or more, and did leave the said Street in bad condition, leaving the approach on the south side of their Railroad steep, and failed to restore the said Street to its former good condition; leaving the said Street impassable for teams and vehicles except 14 feet in the center of said Street; that defendants have torn up the sidewalk near plaintiff house and failed to restore the same to its former good condition.

Plaintiff further says that defendants have erected a great 12 ft. high post with cross bars in the said Street, and have erected a signal post within 25 feet of her door, also a whistling signal that when trains going East on said road, do blow the whistle or their Engines, making a loud and furious noise, and that their Engines emit great volumes of smoke and fuel to the damage of the plaintiff as hereinafter stated.

Plaintiff says that defendants by cutting down the Street and lowering the grade of the Street and other acts of defendants in running their trains and blowing of the whistles on their engines so near to her house, and other acts hereinbefore stated and set forth, that her property herein described has depreciated in value Eight Hundred Dollars, and that the depreciation was caused by the acts and doings of the Toledo and Ohio Central Railroad Company defendants

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in this action; now plaintiff says that her property hereinbefore described is damaged Eight Hundred Dollars, for which she prays judgment against the Toledo and Ohio Central Rail Road Company with costs of this action.

Thomas Reed

Attorney for Plaintiff.

Mary Gibson being first duly sworn says that the allegations in the foregoing petition are true as she verily believes

Mary A. Gibson

Sworn to and subscribed in my presence this 14th day of October, 1895;

Seal

J. N. Kosmull Clerk

Summons was issued on the 15th day of October A.D. 1895; the following Summons

The State of Ohio, Union County, ss:

To the Sheriff of said County;

You are hereby commanded to notify the Toledo & Ohio Central Railroad Company, that they have been sued by Mary Gibson in the Court of Common Pleas of Union County, and must answer by the 16th day of November A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 28th day of October A.D. 1895.

Witness my hand and the seal of said Court, this 15th day of October A.D. 1895.

Seal

J. N. Kosmull Clerk.

Sherriff's Return

The State of Ohio, Union County, ss:

Sherriff's Fee	45
Services Return	50
Mileage	32
Copy	25
Total	\$1 07

Received this writ Oct. 16, A.D. 1895, at 9 o'clock a.m., and served same on the 17th day of Oct. 1895; by delivering a certified copy of this writ, with the endorsements thereon to Gamble Shields, Ticket Agent of the within named defendant's Railroad Company who has charge of its ticket office situated in said County, the President of said Company having no residence or place of business in said County, the principal business office of said Company not being kept in said County.

Wm. J. Snodgrass Sheriff.

Answer

Afterward on the 2nd day of December A.D. 1895, the following Answer was filed by the Clerk of this Court; to-wit:

Mary A. Gibson

vs

The Toledo & Ohio Central Railroad Company.

Court of Common Pleas, Union County, Ohio.

The defendant admits that it is an incorporated Company, and constructed a Rail Road through Marysville and still conducts business thereon, but it denies all the other allegations of the plaintiffs petition.

For a second defense the said defendant says that said Cherry Street is the State road known as the Waldo pike, improved by the County Commissioners and that said defendant obtained legal authority to make its road across said Waldo road and that the plaintiffs cause of action did not accrue

6975

within two years (prior to the commencement of this action) from the completion of the track of said Company through Marysville, and along said road for miles past the premises described in said petition and by section No 3283 of Ohio Revised Statute said cause of action is barred by the limitation provided in said section.

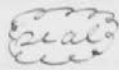
Robinson & Woodburn
Attorneys for the Defendant.

The State of Ohio, Union County, ss:

J.W. Robinson being duly sworn says he is one of the Attorneys for defendant in the above named cause, and that he believes the Allegations of the foregoing Answer are true.

J.W. Robinson.

Sworn to before me and signed in my presence this 12th day of December, 1895,



J.H. Roswell Clerk

Afterwards on the 3rd day of January A.D. 1896, the following Reply was filed by the Clerk of this Court, to-wit:

Reply
6975

Mary A. Gibson
vs
The Toledo & Ohio Central
Rail Road Company

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff and for her reply to defendant's Answer says she denies that her action was commenced more than two years after the defendant's Railroad was completed, and for second cause says that the said street is Cherry Street crossed by defendant's Railroad, and says that defendant's have not placed any sign board as required by statute at the said Cherry Street Crossing, and that she denies each and every other allegation contained in defendant's Answer.

Thomas Reed

Attorney for Plaintiff.

Mary A. Gibson being duly sworn says, the allegations contained in this her Reply are true as she verily believes.

Mary A. Gibson

Sworn to and subscribed to in my presence this 3rd day of January A.D. 1896.

J.H. Roswell Clerk
By Geo. A. Roswell Deputy

Afterwards on the 1st day of May A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry
6975

Mary A. Gibson
vs
The T. & O. Ry. Co.

Court of Common Pleas,
Union County, Ohio.

This day came the parties by their Attorneys also came the following named persons as Jurors to-wit: O.D. Custer, Harrison Lumery, Thomas Gody, George Jewell, George Osburn, John Crowe, Wm Shipley, Edward Backer, Conrad Weidman, S.L. Church, A.D. Turner and Wm J. Barbour, who were duly impanelled and sworn according to law; and after hearing the evidence adduced in part,

Entry
6975

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the hour of adjournment having arrived, this case is continued until 8³⁰ O'clock tomorrow morning.

Afterward on the 2nd day of May A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry
6975

Mary A. Gibson vs The T & C. Ry. Co. Court of Common Pleas Union County, Ohio.

This day again came the parties by their Attorneys, also came the following named persons as Jurors to-wit:

O. D. Butler, Harrison Turner, Thomas Brady, George Jewell, George Osbourne, John Curry, Wm Shipley, Edward Barker, Conrad Heidman, S. L. Church, A. S. Turner and Wm J. Barbour, who were heretofore impaneled and sworn according to law, and after hearing the remaining evidence adduced, the arguments of Counsel, and the charge of the Court, were conducted to their room in charge of the Sheriff for deliberation.

And now come the said jury into open Court with their verdict in writing and say:

Verdict.

We, the jury, being duly impaneled, sworn and affirmed, find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant The Toledo & Ohio Central Railroad Co. at the sum of One Hundred Dollars (\$100⁰⁰).

Dated May 2, 1896.

Saml. L. Church Foreman.

Afterwards on the 4th day of May A.D. 1896, the following Entry was filed in the Clerks office, to-wit:

Entry
6975

Mary A. Gibson vs The Toledo & Ohio Central Railroad Company. Court of Common Pleas, Union County, Ohio.

This day this case came on for hearing, evidence submitted by plaintiff and defendant, and argument by Counsel, and instructions by Court to jury; the jury retired in charge of the Sheriff to their room, after due deliberation the jury returned their verdict in open Court as follows: We, the jury being duly impaneled, sworn and affirmed, find the issues in this case in favor of plaintiff, and assess the amount due to the plaintiff from the defendant The Toledo and Ohio Central Railroad Company at the sum of One Hundred (\$100⁰⁰) Dollars, S. L. Church Foreman. Dated May 2, 1896.

Whereupon the Court do adjudge that the plaintiff do recover of the defendant the sum of \$100⁰⁰ with costs.

Thomas Reed Attorney for Plaintiff.

On the 5th day of May A.D. 1896, the following motion was filed by the Clerk of this Court, to-wit:

Motion
6975

Mary A. Gibson vs The T & C. Ry. Co. Court of Common Pleas, Union County, Ohio.

The defendant moves the Court for new trial on the

following grounds;

1st The Court erred in allowing the plaintiff to give any evidence in the case.

2nd The Court erred in its charge as to the statute of limitation of two years.

3rd The Court erred in its charge as to the law on the admission of evidence by plaintiff.

4th The Court erred in its charge as to the adoption of evidence by defendant.

5th The Jury was guilty of improper conduct in allowing one of the jurors to largely dictate the amount of the verdict.

Robinson & Woodburn
Attorneys for Defendant.

On the 5th day of May A.D. 1896, the following Motion was filed by the Clerk of this Court, to-wit:

Motion.
6975

Mary A. Gibson vs The T & C. Ry. Co. Court of Common Pleas, Union County, Ohio.

Now comes the plaintiff and moves the Court to set aside the verdict found by the jury in the above case, on the 2nd day of May, 1896, for the following reasons:

1st The Court erred in its instructions to the jury.

2nd The verdict is contrary to the law and the evidence in the case.

3rd The jury was not composed of men drawn summoned and impaneled as provided for by the laws of Ohio.

4th And other errors appearing of record

Thomas Reed
Attorney for Plaintiff.

Afterward on the 12th day of June A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry
6975

Mary A. Gibson vs The T & C. Ry. Co. Court of Common Pleas, Union County, Ohio.

This day comes the plaintiff by her attorney and withdraws her Motion for a new trial.

Thomas Reed
Attorney for Plaintiff

Attest
J. N. Hosnell
Clerk.



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Please continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Cline Judge of said Court of the Term of January to-wit, on the 18th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Petition. 7038

Be it remembered that heretofore to-wit, on the 18th day of January A. D. 1896, E. C. Griswold filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Emma Bartmull, to-wit:
E. C. Griswold vs Emma Bartmull
Court of Common Pleas, Union County, Ohio.

The plaintiff says that on the 21st day of August, 1894, said defendant made and delivered to the plaintiff her promissory note, in writing, in the words and figures following, to-wit:
\$120.00
Plaine City, Ohio, August 21, 1894.

Nine months after date I promise to pay to the order of E. C. Griswold, One Hundred and Twenty Five Dollars, at six per cent. from date, value received, for Phaction and Horse and Harness.

Note due May 21, 1895. Emma Bartmull.
(This note secured by Chattel Mortgage.)

Second, - To secure the payment of the said note, the defendant, on the 21st day of August, 1894, executed and delivered to the plaintiff an instrument in writing, duly signed, and acknowledged, by said defendant; by which she conveyed to the plaintiff as security for said note the following described goods and chattels, to-wit:

One Phaction Buggy, One Sorel Pony, one single set of buggy harness, and one Albert V. Ladd & Co. Piano.

Third, - On the 22nd day of October, 1894, said Chattel Mortgage was duly filed in the office of the Township Clerk of Darby Township, Union County, Ohio.

Fourth, - The defendant did not pay said note when the same became due, nor has yet paid the same, or any part thereof, and no proceedings have been had at law for the recovery of the said debt, and by reason whereof the conditions of said Chattel Mortgage have been broken.

Fifth, - There is now due from the defendant to the plaintiff, on said promissory note the sum of \$120.00, with interest thereon at the rate of six per cent. per annum from August 21st 1894.

Sixth, - The plaintiff therefore prays that an account may be taken of the amount due the plaintiff, and judgment had thereon against the defendant for the sum of \$120.00, with interest from August 21st 1894, and that said goods may be ordered sold, and the proceeds applied in payment of the amount found due on said note and mortgage, and costs of suit, and for such other relief as may be just and equitable.

R. W. Croy
Attorney for Plaintiff.

The State of Ohio, Union County, ss: R. W. Conroy makes oath that he is the Attorney of the above named plaintiff, C. C. Griswold, and that the plaintiff is not a resident of this County, and that the facts stated are true as he verily believes.

Robt. W. Conroy.

Summ to by R. W. Conroy and by him subscribed in my presence, this 18th day of January, A. D. 1896.

J. N. Grunell Clerk.

Receipt 7038

The State of Ohio, Union County, ss: C. C. Griswold vs Emma Cartmell Court of Common Pleas Union County, Ohio. To Clerk.

Issue summons in this case returnable according to law. Endorse; Amount claimed, \$120.00, with interest at six per cent per annum from August 21, 1894, against Emma Cartmell for which plaintiff will take judgment if defendant fails to answer. and for foreclosure of Chattel Mortgage

R. W. Conroy Attorney for Plaintiff.

Summons.

On the 18th day of January A. D. 1896, the following summons was issued to the Sheriff of Union County to wit:

The State of Ohio, Union County, ss: To the Sheriff of said County:

You are hereby commanded to notify Emma Cartmell that she has been sued by C. C. Griswold in the Court of Common Pleas of Union County, and must answer by the 15th day of February A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 21st day of January, 1896.

Witness my hand and the Seal of said Court, this 18th day of January A. D. 1896.

J. N. Grunell Clerk.

Sheriff's Return.

The State of Ohio, Union County, ss:

Table with 2 columns: Description, Amount. Rows: Sheriff's Fee, Ser. & Ret., Mileage, Copy, Total.

Received this writ January 18th A. D. 1896, at 3 o'clock P. M., and served same by handing a true copy of this writ with the indorsements thereon to Emma Cartmell personally on the 23rd day of January, 1896. Only Snodgrass Sheriff.

Entry 7038

Afterward on the 9th day of March A. D. 1896, the following entry was filed by the Clerk of this Court to-wit:

C. C. Griswold vs Emma Cartmell Court of Common Pleas, Union County, Ohio.

This cause came on for hearing this day upon the petition of the plaintiff, and the evidence.

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The defendant, Emma Cartmell, being in default for answer and demurrer.

On consideration whereof the Court find that the defendant, Emma Cartmell, is indebted to the plaintiff, C. C. Griswold, in the sum of \$130⁰⁰.

The Court further find that the defendant executed the Chattel Mortgage, as stated in the petition, and the same is a subsisting lien on the property in the petition described, and that the plaintiff is entitled to have said Chattel property sold to pay the amount due him as aforesaid.

It is therefore ordered that unless the defendant, within 20 days from the entry hereof, pay to said plaintiff said sum of \$130⁰⁰, with interest thereon from the 9th day of March, 1896, and costs of suit, the Chattel property described in the petition shall be sold by the Sheriff of this County, as upon execution, and an order issue for that purpose.

Order to Sell Mortgaged goods and Chattels

Afterwards on the 7th day of April A.D. 1896, the following Order to sell Mortgaged Goods and Chattels, was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

Whereas on the 9th day of March, of the January Term, A.D. 1896, of the Court of Common Pleas, of said County, C. C. Griswold recovered judgment against Emma Cartmell for the sum of \$130⁰⁰ together with the costs of suit: and it appearing to the Court that the claim upon which the above judgment was rendered, is secured by mortgage on the following goods and chattels, situate in Union County, Ohio, to-wit:

One Phaeton Top Buggy, One Sorel Pony, One single set of Buggy harness, and One Albert V. Ladd & Co. Piano.

You are therefore hereby commanded to proceed forthwith to advertise and offer for sale said goods and chattels, to satisfy said judgment and costs, and costs that may accrue; and that you make return of your proceedings herein, together with this writ, within sixty days from this date.

Witness my hand and the seal of said Court, this 7th day of April, A.D. 1896.

J. H. Griswold

Clerk of the Court of Common Pleas of said Co.

Sheriff's Return

The State of Ohio, }
Union County, ss. }

This writ returned for want of time by order of Plaintiff's Attorney.

Sheriff's Fees, Return 25.

Wm. S. Woodgrass, Sheriff.

Order to Sell Mortgaged Goods and Chattels

Afterwards on the 16th day of June A.D. 1896, the following Order to sell Mortgaged Goods and Chattels was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

Whereas on the 9th day of March of the January Term, A.D. 1896, of the Court of Common Pleas, of said County, C. C. Griswold recovered judgment against Emma Cartmell for the sum of \$130⁰⁰ together with the costs of suit: and it appearing to the Court that the claim upon which the above judgment was rendered, is secured by mortgage on the following goods and chattels, situate in Union Co. O. to-wit:

One Phaeton Top Buggy, One Sorel Pony, One single set of Buggy Harness, and One Albert W. Ladd & Co. Piano.

You are therefore hereby commanded to proceed forthwith to advertise and offer for sale said goods and Chattels, to satisfy said judgment and costs, and costs that may accrue; and that you make return of your proceedings herein, together with this writ, within sixty days from this date.

Witness my hand and the seal of said Court, this 16th day of June A.D. 1896.

J. W. Hornell Clerk
By J. W. Hornell Deputy.

Sheriff's Return.

The State of Ohio, Union County, ss:

Sheriff's Fee	\$	25
Service		25
Levy		25
Notice to Printer		25
Mileage	1	25
Poundage		21
Return		25
Total	2	49
Printer's Fee	4	25

In obedience to the command of the order of Sale hereto annexed, on the 12th day of July, 1896, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said goods and Chattels to be sold at public sale, at Unionville, Ohio, on the 13th day of July A.D. 1896, between the hours of 10 O'clock A.M. and 3 O'clock P.M. of said day.

And having advertised the said goods and Chattels for more than ten days previous to the day of sale, to-wit: two consecutive weeks; and in pursuance to said notice, I did on said 13th day of July, A.D. 1896, at the time and place hereinbefore mentioned, proceed to offer said goods and Chattels at public sale, and there and then came C. C. Griswold and Emma Cartmull who bid for the same the sum of \$39⁰⁰, and said C. C. Griswold and Emma Cartmull being the highest and best-bidders thereof, I then and there publicly sold and struck off said goods and Chattels to them for said sum of \$39⁰⁰. The Piano was struck off and sold to C. C. Griswold for \$25⁰⁰. The Horse Buggy and Harness was struck off and sold to Emma Cartmull for \$14⁰⁰.

Wm. Swoyers Sheriff

On the 30th day of July A.D. 1896, the following Proof of Publication was filed by the Clerk of this Court, to-wit:

C. C. Griswold
vs
Emma Cartmull
Court of Common Pleas,
Union County, Ohio

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale on the premises, at Unionville, Darby Township, on Monday July 13, 1896, at or about the hour of two O'clock P.M. the following described goods and Chattels:

- One Phaeton Buggy;
- One Sorel Pony;
- One single set of Buggy harness &c
- One Albert W. Ladd & Co. Piano.

Terms of sale Cash.

Wm. Swoyers Sheriff,
Union County, Ohio.

The State of Ohio, Union County, ss:

The undersigned being duly sworn says that a copy of the annexed notice was published for two consecutive weeks in "The

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Proof of Publication.
7038

"Marysville Tribune," a newspaper of general circulation in the County of Lewis, the first publication beginning with July 1st 1896.

O. O. Shuman.

Shuman to and subscribed before me, this 30th day of July, 1896,

J. M. Hoernel Clerk

Printers fees \$4.25.

Afterward on the 8th day of September, A.D. 1896, the following entry was filed by the Clerk of this Court to-wit:

Entry
7038

C. C. Griswold

Court of Common Pleas.

Lewis County, Ohio.

vs
Emma Cartmell

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity according to law and the order of this Court, it is ordered that the proceedings of this sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser according to law the property so sold; and the said purchaser are hereby subrogated to all the rights of the said lienholders in said property, so far as they may be paid herein, for the protection of their title.

And the Court coming now to distribute the proceeds of this sale amounting to \$39.00, it is ordered that the Sheriff out of the money in his hands pay:

First - the costs of this action, taxed at \$17.86.

Second - To the plaintiff the balance of the said money remaining in his hands, to-wit the sum of \$21.14 dollars, to be applied as a credit upon his judgment against the said defendant.

And there still remaining due to the said C. C. Griswold the sum of \$111.54 it is considered that he recover the same from the defendant Emma Cartmell, and execution is awarded therefor.

R. M. Conroy
Atty. for Plff.

Attest
J. M. Hoernel
Clerk

Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of January to-wit: On the 18th day of January in the year of our Lord, One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 27th day of December, A. D. 1895 Daniel Mercer filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Adam Newhouse et al to-wit:

Petition.
7025

Daniel Mercer
vs
Adam Newhouse
Martha Newhouse, his wife
Lucy A. Mercer, wife of Plaintiff
Willard Langstaff, Assignee of
John C. Newhouse.

Court of Common Pleas,
Union County, Ohio,

Your petitioner Daniel Mercer of Wood County, and State of Ohio, respectfully represents to the Court and says that the plaintiff together with the said Adam Newhouse who resides in Delaware County, Ohio, are seized in fee simple as tenants in common in the following lands and tenements in the said County of Union, and State of Ohio, and bounded and described as follows:

First Tract, Beginning at the southwest corner of a tract of land deeded to William Ferguson by William C. Newhouse and James Newhouse by deed dated March 14th 1889, and in the center of the new Channel of Boker's Creek; Thence with the new channel of said Creek One hundred feet more or less to the old Channel of said Creek; Thence down old Channel of said Creek with the meanderings thereof twenty one (21) rods more or less to the line of lands owned by Byron F. Stults; Thence in a westerly direction Eighteen (18) rods more or less to the place of beginning containing Ninety six (96) rods more or less Recorded in Deed Record Vol. 67, Page 11 Recorder's Office, Union County, Ohio.

Second Tract: In Survey No. 3402 Virginia Military Lands - Beginning at the southwest corner of lands owned by William Ferguson and in the center of the new Channel of Boker's Creek; Thence down the center of said Creek One hundred and seventy five (175) feet more or less to the center of old Channel of said Creek; Thence up the center of old Channel of old Channel of said Creek with the meanderings thereof twenty five (25) rods more or less to the south line of lands owned by William Ferguson; Thence in a westerly direction Eighteen (18) rods more or less to the place of beginning, containing two hundred and eight (208) rods of land more or less, Recorded in Vol. 63, Page 411 Union County, Ohio, Deed Record.

Your petitioner further represents that he has a fee simple estate by purchase, in said premises, being the undivided one half part thereof. That the said Adam Newhouse has an estate by purchase in said premises, being the undivided one half (1/2) part thereof.

The defendant Martha Newhouse is the wife of said Adam Newhouse.

That the defendant Lucy A. Mercer, is the wife of plaintiff.

The defendant Willard F. Langstaff as Assignee of John C. Newhouse, has or claims to have some interest or lien in, or upon said premises.

Summons.

Sheriff's Return.

Summons.

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Therefore, your petitioner, desiring to hold his said interest in severally, prays that your petitioner's interest in said premises may be set off to him in severally; and if the same can not be done without manifest injury, then that said premises be sold, or other order taken pursuant to the statute in such case made and provided. and that the said last-mentioned defendant be required to answer setting up what interest or lien he may have if any in said premises, or be forever barred and estopped from asserting the same.

J. L. Jolliff
Attorney for Plaintiff.

The State of Ohio, Wood County, ss:

Daniel Currier being duly sworn says that he is the plaintiff in the foregoing petition, and that the facts set forth in said petition are true as he verily believes.

Daniel Currier

Sworn to before me and signed in my presence this 23rd day of December A.D. 1895.

R. S. Brown
Notary Public.
Wood County, Ohio.

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Summons.

On the 27th day of December A.D. 1895, the following summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of Union County:

You are hereby commanded to notify Willard Langstaff as assignee of John C. Newhouse that he has been sued by Daniel Currier in the Court of Common Pleas of Union County, and must answer by the 25th day of January A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 3rd day of January A. D. 1896.

Witness my hand and the seal of said Court; this 27th day of December A. D. 1895.

J. M. Russell Clerk

Sheriff's Return.

The State of Ohio, Union County.

Sheriff's Fee	\$	25
Serv. & Ret.		50
Mileage	2	72
Copies		15
Total	3	37

Received this writ December 27th 1895, at 10 O'clock A. M. and served same by handing a true copy of this writ with the indorsements thereon to Willard Langstaff on the 1st day of January, 1896, personally.
Wm. S. Smidgrass, Sheriff

Summons.

On the 27th day of December A. D. 1895, the following summons was issued to the Sheriff of Delaware County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Delaware County:

You are hereby commanded to notify Adam Newhouse and Martha Newhouse, that they have been sued by Daniel Currier, in the Court of Common Pleas of Union County, and must answer by the 25th day of January A. D. 1896, or the petition of the said plaintiff will be

Taken as true, and judgment rendered accordingly.
 You will make due return of this summons on the 6th day
 of January A. D. 1896.

Witness my hand and the seal of said Court, this
 27th day of December A. D. 1895.

J. H. Kosmull Clerk

Sheriff's
 Return

The State of Ohio Delaware County;

Sheriff's Fee	\$	Cts
Service & Return	50	
Doc. & Exp.	40	
Mileage	1	60
Copy	50	
Postage		24
Total	8	04

Received this writ December 28th A. D. 1895;
 at 8 O'clock A. M. and on the 30th day of December A. D.
 1895, I served this writ on the within named defendant,
 Adam Newhouse, by leaving for him at his usual
 place of residence, a true and duly certified copy of this
 writ, with all the endorsements thereon. Martha Newhouse
 is now deceased.

Stephen P. Howell Sheriff.
 By John D. Griffith Deputy.

Summons

On the 27th day of December A. D. 1895, the following summons
 was issued to the Sheriff of Wood County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Wood County:

You are hereby commanded to notify Lucy A. Curcer that she has
 been sued by Daniel Curcer in the Court of Common Pleas of Union
 County, and must answer by the 26th day of January A. D. 1896, or the
 petition of the plaintiff will be taken as true, and judgment rendered accordingly.
 You will make due return of this summons on the 6th day of
 January A. D. 1896.

Witness my hand and the seal of said Court, this
 27th day of December A. D. 1895.
 J. H. Kosmull Clerk.

Sheriff's
 Return.

The State of Ohio, Wood County, ss.

Sheriff's Fee	\$	Cts
Service & Ret.	50	
Mileage	16	
Copy		25
Total		91

Received this writ December 28th A. D. 1895, at
 7 O'clock P. M. and served same on the 3rd day of January, 1896,
 by delivering to the within named Lucy A. Curcer personally a
 true certified copy of this writ with all endorsements as herein.

Richard Biggs, Sheriff.
 By H. B. Farnum Deputy.

Motion

7025

Afterward on the 9th day of March A. D. 1896, the following motion was
 filed by the clerk of this Court, to-wit:

Daniel Curcer
 vs
 Adam Newhouse et al. | Court of Common Pleas,
 Union County, Ohio.

It appearing to the Court that John B. Newhouse is a nec-
 essary party to a complete determination of the questions involved in this
 case, he is, on motion, hereby made a party defendant herein; and on
 motion is further allowed to file an answer herein, instantly,
 answer so filed.

J. L. Jolliffe Atty for Plf.

Answer and
 Motion of John
 B. Newhouse.

7025

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Answer of
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Answer and
Waiver of John
C. Newhouse.

7025

On the 9th day of March A. D. 1896, the following Answer and Waiver of
John C. Newhouse was filed by the Clerk of this Court, to wit:
Daniel Curran
vs
Adam Newhouse et al
Court of Common Pleas,
Union County, Ohio.

Now comes John C. Newhouse one of the defendants in
said suit, and waives the issuing and service of summons, and voluntarily
enters his appearance as such defendant; and further does hereby con-
sent to the sale of the real estate described in the petition according to the
prayer thereof.

John C. Newhouse

The State of Ohio, Union County, ss:

John C. Newhouse being duly sworn says
that he is one of the defendants mentioned in the foregoing waiver, and
that the facts set forth and statements made therein are true.

John C. Newhouse.

Sworn to before me and signed in my presence this 8th day
of March A. D. 1896.

ccat

J. P. Curbanks
Notary Public

Answer of
W. F. Langstaff
Assignee.

7025

On the 20th day of January A. D. 1896, the following Answer of Willard
F. Langstaff Assignee of John C. Newhouse was filed, to wit:
Daniel Curran
vs
Adam Newhouse et al
Court of Common Pleas
Union County, Ohio.

And now comes Willard F. Langstaff one of the defendants
herein, and for Answer says, he is the legally appointed and qualified Assignee
of John C. Newhouse, that the said Daniel Curran plaintiff herein on the 23rd day
of September A. D. 1895, did make his certain promissory note in writing of that
date and did then deliver the same to this defendant; and thereby promise to pay
to this defendant or his order as said Assignee the sum of Three Hundred and
Fifty Two & 07/100 Dollars, in one year after the date thereof, which period will elapse
on the 23rd day of September 1896, and this defendant further says that to secure
the payment of said promissory note and the money secured thereby the said
Daniel Curran by his certain deed of Conveyance of even date with said promissory
note duly executed and delivered to this defendant, did convey to him the said
Willard F. Langstaff as Assignee of John C. Newhouse his heirs and assigns
forever the undivided one half interest of said real estate in the petition herein
described to have and to hold the same to him the said Willard F. Langstaff
his heirs and assigns forever, which said deed of conveyance had a condition
thereunder written whereby it was provided that whereas the said Daniel Curran
had this day executed and delivered to said Willard F. Langstaff, assignee of
John C. Newhouse his promissory note for the sum of Three Hundred and
Fifty Two & 07/100 Dollars payable to the order of said Willard F. Langstaff as
said assignee in one year from date.

Now if the said Daniel Curran shall well and truly pay or cause
to be paid the sum of Three Hundred and Fifty Two and 07/100 Dollars,
named in said promissory note according to the time and effect thereof,
then this deed to be null and void, otherwise to remain in full force
and effect in law, and this defendant further says that he caused said Conveyance

the 6th day

Court, this
1896.

Clerk

28th A. D. 1896;

December A. D.

and defendant,

at his usual

copy of this
the Newhouse

Sheriff.

Deputy.

Summons

she has

of Union

or the

and accordingly.

6th day of

Court, this

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Clerk.

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January, 1896,

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Deputy.

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to be deposited with the Recorder of said County of Union, at his office on the 23rd day of September 1895; at - O'clock - M. for record and the same was therefore duly recorded in the Records of Mortgages in said County; and that no part of the money mentioned in said promissory note and mortgage has been paid, but is with the interest thereon from the 2nd day of September 1895; still due and unpaid.

Therefore this defendant asks that out of the proceeds of the sale of said real estate herein his said debt with the interest be paid in full and for all proper relief.

The State of Ohio, Union County, ss:

Willard T. Langstaff being duly sworn according to law says, that the facts and allegations in his foregoing answer are as he believes true.

Willard T. Langstaff

Sworn to before me by said Willard T. Langstaff, and by him subscribed in my presence this 20th day of January A.D. 1896.

J. H. Keenan Clerk
By J. M. A. Keenan Deputy.

On the 9th day of March A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry
7025

Daniel Curran

vs

Court of Common Pleas,
Union County, Ohio.

Adam Newhouse, &c
Martha Newhouse his wife;
John C. Newhouse Ed
Lucy A. Curran wife of P. H.
Willard T. Langstaff
Assignee of John C. Newhouse.

And now this cause coming on to be heard upon the petition, the Answer of Willard T. Langstaff, Assignee of John C. Newhouse and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition and that they are all with the exception of said Willard T. Langstaff in default for answer thereto.

Thereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Daniel Curran has a legal right to the one half part thereof; the defendant Adam Newhouse a legal right to the one half part thereof; and that the plaintiff is entitled to have partition of said estate made as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest and W. A. Hall, Usher Deyord and N. J. Shoppert three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they

Writ of Partition.

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And of his proceedings herein, said Sheriff is ordered to make due return.

Writ of Partition.

Afterward on the 10th day of March A.D. 1896, the following Order of Partition was issued to the Sheriff of Union County, to-wit:
The State of Ohio, Union County,
To the Sheriff of said County.

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term A.D. 1896, in a civil action therein pending (for partition) wherein Daniel Currier the plaintiff, and Adam Newhouse et al the defendants, you are hereby commanded, that by the oaths of A. W. Hall Wilber DeFord, and N. J. Shoppert three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union, and in the State of Ohio, and bounded and described as follows:

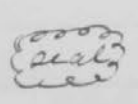
First Tract: Beginning at the south west corner of a tract of land deeded to Ferguson by William E. Newhouse and James Newhouse by deed dated March 14th 1884, and in the center of the New channel of Bokus Creek; Thence with New Channel of said Creek one hundred feet more or less to the old channel of said Creek; Thence down old channel of said creek with the meanderings thereof, twenty one (21) rods more or less to the line of lands owned by Byron F. Stultz; Thence in a westerly direction Eighteen (18) rods more or less to the place of beginning containing Ninety Six (96) rods more or less, Recorded in Deed Record Vol. 67, Page 11 Recorder's Office, Union County, Ohio.

Second Tract: In Survey No. 3402 Virginia Military Lands. Beginning at the southwest corner of lands owned by William Ferguson and in the center of the New Channel of Bokus Creek; Thence down the center of said Creek one hundred and seventy five (175) feet more or less to the center of old channel of said Creek; Thence up the ^{center of} channel of said Creek with the meanderings thereof twenty five (25) rods more or less to the south line of lands owned by William Ferguson; Thence in a westerly direction Eighteen (18) rods more or less to the place of beginning containing two hundred and eight (208) rods of land more or less, Recorded in Vol. 63, Page 411 Union County, Ohio, Deed Record, among the persons named herein, and in the following proportions, to-wit:

- To Daniel Currier, one half (1/2) part.
- " Adam Newhouse one half (1/2) part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a first valuation of the same in money; and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas at the Court House in Mansville, this 10th day of March A.D. 1896.
J. H. Gosnell Clerk
By Geo. A. Gosnell Deputy



Sheriff's Return.	Sheriff's Fee	\$	cts.
	Service	1	20
	Mileage	2	08
	Executing Writ	1	00
	Swearing Com.		25
	Report	1	00
	Return		25
Total		5	78
Commissioner's Fee		3	00

As commanded by the foregoing writ of Partition, I have executed the same by the acts of A. F. Hall, J. N. Schoppert and Walter Deyord, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.
 Given under my hand this 3rd day of April, A. D. 1896.
 Wm. S. Woodruff Sheriff.

Com. Report 7025
 Daniel Curcer vs
 Adam Newhouse et al

Court of Common Pleas,
 Union County, Ohio.

According to the Command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, me, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do make partition.
 And upon actual view of the premises, we are of opinion that said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at \$73⁰⁰

First Tract \$23⁰⁰; Second Tract \$50⁰⁰.

Given under our hands this 3rd day of April, A. D. 1896.
 A. F. Hall
 J. N. Schoppert } Commissioners.
 W. Deyord }

On the 7th day of April A. D. 1896, the following Motion was filed by the Clerk of this Court to-wit:

Motion 7025
 Daniel Curcer vs
 Adam Newhouse and
 Martha Newhouse his wife,
 John C. Newhouse and
 Lucy A. Curcer, wife of
 Plaintiff and
 Millard T. Langstaff
 Assignee of
 John C. Newhouse.

Court of Common Pleas,
 Union County, Ohio.

Plaintiff moves that the report and proceedings by the Commissioners herein be confirmed, that said premises be sold at public Auction on the premises, and that an order therefor be issued to the Sheriff of Union County accordingly.

L. Halliff
 Attorney for Plaintiff.

On the 7th day of April A. D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry 7025
 Daniel Curcer vs
 Adam Newhouse et al

Court of Common Pleas,
 Union County, Ohio.

Order of Sale in Partition.

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On motion to the Court by J. L. Joliff Attorney for the plaintiff and upon producing the proceedings of the Sheriff and the report of the Commissioners hereinbefore appointed, and the same being examined it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed and thereupon neither of the parties electing to take said estate at the valuation thereof are returned by said Commissioners; on motion of the petitioner it was ordered by the Court that said estate be sold at public auction for good cause shown on the premises by the Sheriff of said County of Union, according to the Statute in such cases made and provided upon the following terms to-wit:

One third cash on the day of sale, and one third in one year and one third in two years thereafter, with interest from the day of sale, such deferred payments to be evidenced by the promissory notes of the purchaser payable to the parties respectively entitled, and secured by mortgage on the premises.

J. L. Joliff
Attorney for Plaintiff.

Order of
Sale in
Partition.

On the 8th day of April A. D. 1896, the following Order of Sale in Partition was issued to the Sheriff of Union County, to-wit:

The State of Ohio, }
Union County ss: } For the Sheriff of said County, Deputee:

In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the April Term A. D. 1896, in a certain Petition for Partition, now pending in said Court; wherein Daniel Croser plaintiff, and Adam Newhouse et al defendants, we command you that without delay, you proceed to sell at public auction, on the premises, the lands and tenements in said petition described, to-wit:

First Tract= Beginning at the south west corner of a tract of land deeded to William Ferguson by William B. Newhouse and James Newhouse, by deed dated March 14th 1889, and in the center of the new Channel of Bokes Creek; Thence with new Channel of said Creek One hundred feet more or less to the old Channel of said Creek; Thence down old Channel of said Creek with the meanderings thereof Twenty one (21) feet rods more or less to the line of lands owned by Byron F. Stullis; Thence in a westerly direction Eighteen rods more or less to the place of beginning containing Ninety six (96) rods more or less, Recorded in deed Record Vol. 67 page 11, Recorder's Office, Union County, Ohio.

Second Tract= On survey No. 3402, Virginia Military Lands Beginning at the southwest corner of lands owned by William Ferguson, and in the center of the new channel of Bokes Creek; Thence down the center of said Creek, one hundred and seventy five (175) feet more or less to the center of old Channel of said Creek; Thence up the center of old Channel of said Creek with the meanderings thereof twenty five (25) rods more or less to the south line of lands owned by William Ferguson; Thence in a westerly direction eighteen (18) rods more or less to the place of beginning, containing two hundred and eight (208) rods of land more or less; Recorded in Vol. 63, Page 411, Union County, Ohio, Deed Record.

Terms of Sale - One third cash in hand - one third in one year, and one third in two years, with interest on deferred payments secured by

mortgage on the premises.

Appraised at:

First tract = \$23⁰⁰.

Second tract = \$50⁰⁰, subject to the Dower Estate of
and that your proceedings in the premises you make known to our said
Court of Common Pleas at their next term, and have you then and there
this writ.

Seal

Witness my hand and the seal of the said Court,
at Marysville, this 8th day of April A.D. 1896.

J. W. Gosnell Clerk.

Sherriff's Return

The State of Ohio, Union County, ss:

Sherriff's Fees	\$	cts
Service		25
Mileage	2	00
Copy to Prisoner		25
Return		25
Total	2	75

I received this order of sale on the 8th
day of April, 1896, and in obedience to the command of
the same, I did, on the 8th day of April, 1896, cause to be
advertised in the Marysville Tribune (a newspaper printed
and published and of general circulation in Union County)
said lands and tenements to be sold at public sale, on
the premises, in said County, on the 9th day of May A.D. 1896, at one O'clock
P.M. of said day.

And having advertised the said lands and tenements for more
than thirty days previous to the day of sale, to-wit: five consecutive weeks;
and in pursuance to said notice, I did, on the 9th day of May A.D. 1896, at
the time and place above mentioned, proceed to offer said lands and tenements
at public sale; and then and there came - Not sold for want of bidders.

Wm. S. Snyder Sheriff,
Union County, Ohio,

Affidavit of Prisoner

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says
that a copy of the annexed Notice was published for 5 consecutive weeks,
in "The Marysville Tribune" a newspaper of general circulation in the County
of Union, the first publication beginning with April 8th 1896.

Sworn to and subscribed before me, this 20th day of May, 1896.

Seal

W. D. Shearer

J. W. Gosnell Clerk

Printer's Fees \$19⁰⁰.

J. L. Jelliff Attorney.

Court of Common Pleas,
Union County, Ohio,

Sherriff's Sale.

Daniel Mear
vs
Adam Newhouse et al

By virtue of the above stated writ to me directed from
the Court of Common Pleas of Union County, Ohio, I will offer for sale
on the premises, on Saturday May 9, 1896, at or about the hour of one O'clock
P.M. on said day the following described real estate to-wit:

First Tract = Beginning at the southwest corner of a tract of land
deeded to William Ferguson by William E. Newhouse, by deed dated March
14th 1889, and in the center of the new channel of Pokos Creek; Thence
with the new channel of said Creek one hundred feet more or less to the
old channel of said Creek; Thence down old channel of said Creek with
the meanderings thereof, twenty one (21) rods more or less to the line of lands

Receipt
7025

Alias Order
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owned by Byron F. Stultis; Thence in westerly direction eighteen (18) rods more or less to the place of beginning, containing ninety six (96) rods more or less.

Recorded in deed Record Vol. 67, Page 11, Recorder's office, Union County, Ohio.

Second Tract = On survey No. 3402, Virginia Military Land.

Beginning at the southwest corner of lands owned by William Ferguson and in the center of the new channel of Bokus Creek; Thence down the center of said Creek one hundred and seventy five (175) feet more or less to the center of old channel of said Creek; Thence up the center of old channel of said Creek with the meanderings thereof, twenty five (25) rods more or less to the south line of lands owned by William Ferguson; Thence in a westerly direction eighteen (18) rods more or less to the place of beginning, containing two hundred and eight (208) rods of land more or less.

Recorded in Vol. 63, Page 411, Union County, Ohio, Deed Records.

Terms of sale = One third cash in hand, one third in one year, one third in two years, with interest on deferred payments secured by mortgage on property.

Appraised: First Tract at \$23⁰⁰ per acre.

= Second Tract .. \$50⁰⁰ per acre.

Wm. S. Swadlow

Sheriff Union County, Ohio.

April 8th 1896.

On the 12th day of May A. D. 1896, the following Precept was filed by the Clerk of this Court, to-wit:

Precept 7025	Daniel Murey vs Adam Newhouse et al		Court of Common Pleas Union County, Ohio. To the Clerk.
-----------------	---	--	---

In this case issue an Alias Order of Sale directed to the Sheriff of Union County, Ohio,

J. L. Jolliff
Attorney for Plaintiff.

Alias Order of Sale in Partition. Afterward on the 12th day of May A. D. 1896, the following Alias Order of Sale was issued to the Sheriff of Union County, Ohio, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

Whereas, At a Term of Court of Common Pleas, holden at the Court House within and for said County, to-wit: At the April Term, 1896, in a certain Petition for partition now pending in said Court, whereas Daniel Murey Plaintiff and Adam Newhouse et al Defendant; We command you that without delay you proceed to sell at public auction (on the premises) the lands and tenements in said petition described, in accordance with said order of the Court an order of sale issued out of this Court, on the 8th day of April A. D. 1896, under which the following lands and tenements were appraised, advertised and offered for sale, to-wit:

First Tract = Beginning at the southwest corner of a tract of land

deeded to William Ferguson by William B. Newhouse and James Newhouse by deed dated March 14th 1889, and in the center of the new channel of Boker Creek; Thence with new channel of said Creek one hundred feet more or less to the old channel of said Creek; Thence down old channel of said Creek with the meanderings thereof, twenty one (21) rods more or less to the line of lands owned by Byron F. Stullis; Thence in a westerly direction Eighteen (18) rods more or less to the place of beginning, containing Ninety Six (96) rods more or less, Recorded in said Record Vol. 67, Page 11, Recorder's office Union County, Ohio.

Second Tract: In survey No. 3402, Virginia Military lands, Beginning at the Southwest corner of lands owned by William Ferguson and in the center of the new channel of Boker Creek; Thence down the center of said Creek one hundred and seventy five (175) feet more or less to the center of old channel of said Creek; Thence up the center of old channel of said Creek with the meanderings thereof twenty five (25) rods more or less to the south line of lands owned by William Ferguson; Thence in a westerly direction Eighteen (18) rods more or less to the place of beginning containing two hundred and eight (208) rods of land more or less, Recorded in Vol. 63 Page 411, Union County, Ohio, Deed Record.

Terms of Sale: one third cash in hand, one third third in one year, one third in two years, with interest on deferred payments, secured by mortgage on the premises.

And whereas, no sale was had under said order, We therefore Command you, that you proceed without delay to advertise and sell, according to the statute regulating sales on judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to-wit:

First Tract, \$23⁰⁰; Second Tract - \$50⁰⁰; and the moneys arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court, this 12th day of May A.D. 1896.
 J. U. Roswell Clerk

Sherriff's Return

The State of Ohio, Union County, ss:

Sherriff's Fees	\$	Cts.
Notice to Printer	25	
Affidavit of "	25	
Writing Notice	25	
Carriage	2 00	
Poundage	39	
Return	25	
Total	3 39	

In obedience to the command of the Order of Sale hereto annexed, I did on the 20th day of May 1896, cause to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in said County), said lands and tenements to be sold at public sale, on the premises in said County on the 20th day of June A.D. 1896, at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: 5 consecutive weeks, and in pursuance to said notice, I did on said 20th day of June A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, on the premises. And then and there came Margaret B. Wright who bid for the same the sum of \$50⁰⁰, and said sum being over two thirds of the appraised value thereof, and said Margaret B. Wright being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of Fifty (\$50⁰⁰) Dollars.

First Tract sold for \$16⁰⁰.
 Second Tract sold for \$34⁰⁰.
 \$50⁰⁰

Wm. S. Swadlow, Sheriff.

Affidavit of Publication.

The attached and news

Printed by Sheriff's Sale. 7025

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Affidavit of Publication.

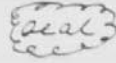
The State of Ohio, Union County, ss:

I, Geo. W. Warden, publisher, being duly sworn, say that the Notice hereto attached was published in the Richmond Gazette on the 21st day of May, 1896, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Warden

Sworn to and subscribed before me, this 20th day of May, 1896.

J. F. Miller
Notary Public.



Printers Fee, \$19⁵⁰.

Sheriffs Sale. 7028

Daniel Cramer

vs
Adam Newhouse et al.

J. L. Jolliff, Attorney
Court of Common Pleas
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale on the premises, on Saturday, June 20, 1896, at or about the hour of one o'clock P. M. on said day the following described real estate to-wit:

First Tract: Beginning at the south west corner of a tract of land deeded to William Ferguson by William C. Newhouse and James Newhouse, deed dated March 14, 1889, and in the center of the new channel of Bokus Creek; Thence with new channel of said Creek one hundred feet more or less to the old channel of said Creek; Thence down old channel of said Creek with the meanderings thereof, twenty one (21) rods more or less to the line of lands owned by Byron F. Stultz; Thence in westerly direction Eighteen (18) rods more or less to the place of beginning containing Ninety six (96) rods more or less.

Recorded in deed record Vol. 57, Page 11, Recorder's Office Union County, Ohio.

Second Tract: In Survey No. 3402, Virginia Military Land, Beginning at the southwest corner of lands owned by William Ferguson, and in the center of the new channel of Bokus Creek; Thence down the center of said Creek one hundred and seventy-five (175) feet more or less to the center of old channel of Creek; Thence up the center of old channel of said Creek with the meanderings thereof, twenty-five (25) rods more or less to the south line of lands owned by William Ferguson; Thence in a westerly direction Eighteen (18) rods more or less to the place of beginning, containing two hundred and eighty-eight (288) rods of land more or less.

Recorded in Vol. 63, Page 411, Union County, Ohio, Deed Records.

Terms of Sale = One third cash in hand, one-third in one year and one-third in two years, with interest on deferred payments, secured by mortgage on property.

Appraised = First Tract, \$23⁰⁰.
- Second Tract - \$50⁰⁰

Wm. C. Snowgrass
Sheriff Union County, Ohio.

May 21, 1896.

Afterward on the 8th day of September A.D. 1896, the following Entry was filed in the Clerk's office, to-wit:

Entry
7025

Daniel Mercer

v.s

Adam Newhouse

Court of Common Pleas,
Union County, Ohio.

On motion in the Court by J. L. Joliff, Attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and sale of the premises by him made in pursuance of a former order of the Court, and the same being examined and found by the Court in all respects in due form of law, It is ordered by the Court that said proceedings and sale be and the same are hereby approved and confirmed and that said Sheriff execute and deliver to said purchaser Margaret B. Knight upon full compliance by her with the terms of such sale a deed in fee simple for the said lands and tenements, by him sold as aforesaid.

It is further ordered by the Court that the Sheriff out of the proceeds of sale pay: First. to the Treasurer of Union County, Two & 9/10 Dollars, being the taxes and penalty due on said premises.

Second: pay to the Clerk of this Court, the costs of this action including \$3²⁰ for certified copies of deeds and for three affidavits, and also including a Counsel fee of Twenty Five Dollars to J. L. Joliff for his services herein.

Third: that there be paid out of the money arising from said sale in the following proportions to-wit:

Daniel Mercer 1/2 - Adam Newhouse 1/2.

Fourth: That out of 1/2 of balance of proceeds of sale he pay to Willard F. Langstaff assignee of John C. Newhouse the amount of \$374⁴⁰ found due him by the Court upon his mortgage claim herein, less any amount formerly paid said assignee out of the funds in his hands arising from the sale of lands covered by said mortgage claim of said Willard F. Langstaff assignee of said John C. Newhouse, and that the Sheriff distribute the residue of the first payment as follows:

To Daniel Mercer 1/2 being \$

.. Adam Newhouse 1/2 being \$

That he distribute the residue as follows and take notes with interest from day of sale the same to be secured by first mortgage on the premises sold.

To Daniel Mercer \$ in one year, and \$ in two years.

.. Adam Newhouse \$ in one year, and \$ in two years.

It is further ordered that a writ of restitution issue to said Sheriff of Union County, commanding him to put said purchaser Margaret B. Knight in possession of said premises.

Attest

J. N. Haswell
Clerk.



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Judge
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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John D. Price, Judge of said Court of the Term of April to wit: On the 6th day of April in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to wit, on the 21st day of February, A.D. 1896, C. C. Lauer filed in the Clerks office of the said Court of Common Pleas, the following petition against Catherine Lauer, to wit:

Petition
7066

C. C. Lauer
vs
Catherine C. Lauer
Court of Common Pleas,
Union County, Ohio.

C. C. Lauer, the above named plaintiff, says that he is an actual resident of said County of Union, and he has been a bona fide resident of the State of Ohio, for one year last past; that he and the said defendant were married to each other, on the 23rd day of October A.D. 1881, at Prospect Ohio, and that there is now living with these said parents one child, Effie Lauer, a girl of the union of said marriage, aged 12 years old.

Plaintiff further says that he has conducted himself as a true and faithful husband to his said wife and that she has been blessed with good health all their married life.

That she the said defendant is guilty of gross neglect of duty, in this that she the said defendant has refused to have sexual intercourse with this said plaintiff for a period of two years last past; and still continues to refuse to so have said sexual intercourse although she the said defendant is in good health.

Therefore, plaintiff prays that he be granted, adjudged and decreed a divorce from the said Catherine Lauer, his said wife, and that the bonds of their said marriage may be absolutely dissolved; that he be decreed the custody of their said minor child subject to the reasonable right to visit the said child, as may be decreed by the Court; and for costs and all proper relief.

W. W. Merchant
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

C. C. Lauer, being first duly sworn says, that the facts stated and allegations made in his foregoing petition are, as he verily believes, true.

C. C. Lauer

Sworn to before me and subscribed in my presence this 21st day of February A. D. 1896.

W. Gosnell Clerk
By J. M. A. Gosnell Deputy.

Summons.

The State of Ohio, Union County, ss:

To the Sheriff of said County,

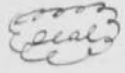
You are commanded to notify Catherine Lauer that C. C. Lauer has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, (a petition (a true copy of which is herewith delivered to you to be served on her), charging her with gross neglect of duty, &c asking that he be divorced from her, and for other proper relief.

Said petition will stand for hearing during the term of said

Court next ensuing, and sit out from and after the service of this writ.

You will make due return of this summons on the 9th day of March A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 25th day of February A.D. 1896.



J. N. Hosnall Clerk
By J. M. D. Hosnall Deputy

Sheriff's Return.

The State of Ohio, Union County,

Sheriff's Fee	\$	46.
Service		50
Copy		15
Mileage	3	52
Return		25
Total	4	42

Received & Delivered A.C. on the 26th day of February A.D. 1896, and on the 7th day of March A.D. 1896, I served the same by handing a true copy thereof of this writ with the indentments thereon together with a copy of the petition to Catharine C. Lauer personally

Wm. S. Swope Sheriff

Entry 7066

Afterward on the 1st day of May A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

C. C. Lauer vs Catharine C. Lauer
Court of Common Pleas, Union County, Ohio.

And now comes the said plaintiff, by W. W. Purchase his Attorney, and the defendant having been duly served with summons and a copy of the petition herein, the Court find that the allegations thereof are confessed by her to be true.

The Court also find that the plaintiff, at the time of filing his petition, had been a resident of the state of Ohio, for one year next preceding the same, and was at the time a bona fide resident of this county of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and by reason thereof he is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court; that the marriage contract heretofore existing between the said C. C. Lauer and Catharine Lauer be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said child, to-wit: Effie Lauer, of the said parties hereto be, confided to the said Catharine Lauer

It is further considered by the Court that the said Plaintiff pay the costs of this prosecution.

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J. N. Hosnall
Clerk.

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Please continued and held at the Court House in Orangeville,
 within and for the County of Union, in the Tenth Judicial District of the Court of
 Common Pleas of the state of Ohio, before the Honorable John A. Price, Judge of
 said Court, of the Term of September, to-wit: On the 1st day of September in the
 year of our Lord, One Thousand Eight Hundred and Ninety Six.

Be it remembered that hereupon to-wit, on the 24th day of June A. D. 1896,
 Anna C. Hill filed in the Clerk's office of the said Court of Common Pleas, the
 following Petition against Nathaniel B. Hill, to-wit:

Petition Anna C. Hill vs Nathaniel B. Hill
 7136 Court of Common Pleas,
 Union County, Ohio.

Plaintiff has been a resident of the state of Ohio, for the year last
 past, and has a bona fide residence in the County of Union, Ohio.

On or about the 10th day of September, 1876, at said County of Union, she was
 married to the defendant.

The following named child was born of said marriage to-wit, Jessie, a girl
 now 15 years of age.

The defendant has always been personally abusive and violent towards
 plaintiff, keeping her in dread and fear of his violence and abuse throughout
 said coverture.

Within a few weeks after said marriage he threw her violently across the
 room, and again struck her with a hatchet cutting her.

About the summer of 1888, on her brother's farm in said County, he vio-
 lently assaulted and struck the plaintiff and without provocation threatened to settle
 her for meddling with his business.

In San Louis Valley, Colorado, in August, 1892, he struck the plaintiff vio-
 lently with his fist bruising and blacking her cheek and eye so that her eye was
 closed for several days and bruised and discolored for more than a week, and
 there were many other times that he abused and threatened personal violence to
 plaintiff.

Wherefore she charges him with extreme cruelty at the times above specified and
 generally.

The defendant is and has been throughout said coverture an able bodied
 man, and capable of earning a living for his family, but through indolence and
 neglect has failed to do so, and willfully thrown the burden of their support upon the
 plaintiff; and plaintiff has been compelled thereby to, and has earned by her labor
 and exertions outside of her home work the main part of the living of the family.

About four years ago the defendant willfully ceased entirely from contributing
 anything to their support and from that time compelled the plaintiff to support him,
 herself and child, until March, 1895, when compelled by his said abuse and neglect,
 she quit living with him or maintaining him, and has ever since supported
 herself and child by her own exertions, and has not seen or had any relations
 with him since March, 1895.

Wherefore she charges the defendant with gross neglect of duty in the
 particulars above specified, and generally.

Plaintiff prays that she may be divorced from defendant and may
 be decreed to have the custody of said Child and such other relief as is proper

Anna C. Hill
 J. B. Cole
 Attorney for Plaintiff

Summons
in Divorce.

On the 24th day of June A. D. 1896. the following Summons in Divorce was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:
To the Sheriff of Union County:

You are commanded to notify Nathaniel B. Hill that Annie O. Hill has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him and custody of their minor child, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 6th day of July A. D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Claysville, this
24th day of June A. D. 1896.

J. V. Gosnell Clerk.

Sheriff's
Return.

Sheriff's Fees	\$	cts
Service		50
Copy		15
Mileage	5	12
Return		25
Total	6	02 1/2

Received 10 O'clock A. M. on the 25th day of June A. D. 1896, and on the 26th day of June A. D. 1896, I served the same by handing a true copy thereof of this writ with the endorsement thereon together with a copy of the petition to Nathaniel Hill personally.

Wm. S. Snowgrass, Sheriff.

7136

Afterward on the 8th day of September A. D. 1896, the following entry was filed by the Clerk of this Court to-wit:

Anna O. Hill } Court of Common Pleas
vs } Union County, Ohio.
Nathaniel B. Hill }

Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find him in default for answer and demurrer to said petition, and that the allegations thereof are confessed by him to be true.

The Court also find that the plaintiff at the time of filing her petition had been a resident of the state of Ohio, for one year next preceding the same, and was at that time a bona fide resident of said County of Union, and that the parties hereto were married as in the petition set forth.

The Court further find upon the evidence adduced that the defendant for more than three years last past has been guilty of gross neglect of his duty as husband of plaintiff to provide for and support her and their child and in his treatment of her as alleged in her petition; and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Anna O. Hill and Nathaniel B. Hill be and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the said child Jessie Hill of the parties hereto be until further order confided to the said Anna O. Hill exclusively, but it is hereby ordered that the said Nathaniel B. Hill have the privilege of visiting said child at reasonable intervals and for reasonable time, and any violation of this order by either party may be reported to this Court. It is further considered by the Court that the plaintiff recover from the said Nathaniel B. Hill her costs herein expended, and execution is awarded.

Attest J. V. Gosnell, Clerk.

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit; on the 7th day of September, in the year of our Lord, One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 16th day of Dec. A. D. 1896; Daniel Kureer filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Adam Newhouse et al to-wit:

Petition

Daniel Kureer

7014

vs
Adam Newhouse,
Martha Newhouse his wife,
George T. Thompson Ed
Philiana Thompson his wife,
Mary L. Meason,
Rachel A. Hershfield Ed
William Hershfield her husband,
Cynthia C. Miller and
William F. Miller her husband,
Lucy A. Kureer wife of plaintiff,
John C. Newhouse, and
Millard F. Langstaff as
assignee of Paul C. Newhouse,
David H. Henderson as
Executor of Andrew A. Thompson decd.

Court of Common Pleas,
Union County, Ohio.

Your petitioner, Daniel Kureer, of Wood County, and State of Ohio, respectfully represent to the Court and says that the plaintiff, together with the said Adam Newhouse, who resides in Delaware County, Ohio, the said George T. Thompson, who resides in Washington County, Kansas, Mary L. Meason who resides in West Mansfield, County of Logan, Ohio, Rachel A. Hershfield, who resides in Harvey County, Kansas, and Cynthia C. Miller who resides in Union County, Ohio, are seized of an estate in fee simple as tenants in common in the following lands and tenements, situate in the said County of Union, and State of Ohio, Virginia Military Survey Nos. 3696 & 3402 and bounded and described as follows:

Beginning at a stake in the center of Bokers Creek and in the east-line of Survey No. 3696; thence with said line South 8 1/2° West-15 1/2° to a stone; thence North 46 1/2° East-13 5/8° to a stake in the north line of the Delaware and Bellefontaine Gravel Road; thence North 1 1/2° West-112 5/8° to a stake in the center of Bokers Creek; thence down the center of said creek, with the meanderings of the present channel to the beginning containing Fourteen (14) acres.

Excepting therefrom the following described premises to-wit: Beginning at a point in the center of the Bellefontaine Gravel Road and running North about four hundred and twenty four (424) feet to place of beginning in Boker's Ditch; thence North with Newhouse and Thompson's line, two hundred and twenty seven (227) feet; thence east to the center of Bokers Creek, two hundred and thirty five (235) feet; thence to a stake south with Bokers

Creek, Two Hundred and Forty (240) feet in line with said Beech Grove Ditch in eastern line of said Newhouse and Thompson's land; Thence West up said Ditch Two Hundred and Ten (210) feet to the place of beginning, containing one (1) acre more or less.

Your petitioner further represents that he has a fee simple estate by purchase in said premises being the undivided three eighths $\frac{3}{8}$ part thereof; that the said Adam Newhouse has an estate by purchase in said premises, being the undivided one eighth $\frac{1}{8}$ part thereof.

That the said George T. Thompson has an estate by devise from Andrew H. Thompson, his father, in said premises, being the undivided one twelfth $\frac{1}{12}$ part thereof.

That the said Mary L. Gleason has an estate by devise from her father Andrew H. Thompson in said premises, being the undivided one twelfth $\frac{1}{12}$ part thereof, and an estate by purchase in said premises being another undivided one twelfth $\frac{1}{12}$ part thereof.

That the said Cynthia C. Miller has an estate in said premises by devise from her father Andrew H. Thompson being the undivided one twelfth $\frac{1}{12}$ part thereof, and an estate in said premises by purchase, being the undivided one twelfth $\frac{1}{12}$ part thereof.

The said Rachel A. Harsfield has an estate in said premises by devise from her father Andrew H. Thompson being the undivided one twelfth $\frac{1}{12}$ part thereof.

The said Andrew H. Thompson died on or about March 10th 1889.

That the defendant Philiana Thompson is the wife of said George T. Thompson, that the defendant Mary L. Gleason is a widow; that the defendant William Harsfield is the husband of said Rachel A. Harsfield, that the defendant William F. Miller is the husband of said Cynthia C. Miller, and that the defendant Martha Newhouse is the wife of said Adam Newhouse; that the defendant Lucy A. Mercer is the wife of plaintiff.

The defendants, John E. Newhouse, Willard F. Langstaff as Assignee of John E. Newhouse and David H. Henderson as executor of Andrew H. Thompson deceased have, or claim to have some interest or lien in or upon said premises.

Therefore your petitioner, desiring to hold his said interest in severally prays that your petitioner interest in said premises, may be set off to him in severally; and if the same cannot be done without manifest injury, then that said premises be sold or other order taken, pursuant to the statute in such case made and provided, and that the last mentioned defendants be required to answer, setting up what interest or lien they may have if any in said premises or be forever barred and estopped from asserting the same.

J. L. Jolliff
Attorney for plaintiff.

The State of Ohio, Union County, ss.

Daniel Mercer being duly sworn, says that he is the plaintiff in the foregoing petition, and that the facts set forth in said petition are true as he truly believes.

Daniel Mercer.

Sworn to before me and signed in my presence this 14th day of December, 1895.

Seal

J. P. Eubanks
Notary Public

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Summons

On the 17th day of December A. D. 1895, the following Summons was issued to the Sheriff of Delaware County, to wit:
The State of Ohio, Union County, Ohio.

To the Sheriff of Delaware County:

You are hereby commanded to notify Adam Newhouse and Martha Newhouse, that they have been sued by Daniel Mercer, in the Court of Common Pleas of Union County, and must answer by the 25th day of January A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 6th day of January A. D. 1896.

Witness my hand and the seal of said Court, this 17th day of December A. D. 1895.

J. U. Gosnell Clerk

Sheriff's Return

Sheriff's Fees	\$	Cts.
Service & Return	50	
Dues & Exp.	40	
Mileage	1	60
Copy		50
Postage		04
Total	3	04

The State of Ohio, Delaware County.

Received this writ December 28th A. D. 1895, at 8 o'clock A. M. and on the 30th day of December A. D. 1895, I served this writ on the within named defendant, Adam Newhouse, by leaving for him at his usual place of residence a true and duly certified copy of this writ with all the endorsements thereon. Martha Newhouse is now deceased.

Stephen P. Trull Sheriff
By John D. Griffith Deputy

Summons

On the 27th day of December A. D. 1895, the following Summons was issued to the Sheriff of Union County, to wit:

The State of Ohio, Union County,
To the Sheriff of Union County:

You are hereby commanded to notify John E. Newhouse, Millard F. Langstaff as Assignee of John E. Newhouse and David H. Henderson as executor of Andrew H. Thompson deceased, that they have been sued by Daniel Mercer in the Court of Common Pleas of Union County, and must answer by the 25th day of January A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 6th day of January A. D. 1896.

Witness my hand and the seal of said Court, this 27th day of December A. D. 1895.

J. U. Gosnell Clerk

Sheriff's Return

Sheriff's Fees	\$	Cts.
Service & Return	80	
Mileage	6	11
Copy		45
Total	7	36

The State of Ohio, Union County.

Received this December 27th A. D. 1895, at 10 o'clock A. M. and served same by handing a true copy of this writ with the endorsements thereon to Millard F. Langstaff on the 1st day of January, 1896, personally, and to David H. Henderson by handing him a copy on the 3rd day of January, and to John E. Newhouse by leaving a copy at his usual place of residence on the 3rd day of January, 1896.

Wm. S. Snodgrass, Sheriff.

On the 27th day of December A.D. 1895, the following Summons was issued to the Sheriff of Wood County, to-wit:

The State of Ohio, Union County,
To the Sheriff of Wood County:

You are hereby commanded to notify Lucy A. Mercer that she has been sued by Daniel Mercer in the Court of Common Pleas of Union County, and must answer by the 25th day of January A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 6th day of January A.D. 1896.

Witness my hand and the seal of said Court, this 27th day of December A.D. 1895:

(Seal)

J. H. Gosnell Clerk

Sheriff's Return

Sheriff's Fee	\$	50
Service Return		50
Mileage		16
Copy		25
Total		91

The State of Ohio, Wood County,

Received this writ December 28th A.D. 1895, at 7 o'clock P.M. and served same on the 3rd of January, 1896, by delivering to the within named Lucy A. Mercer personally a true certified copy of this writ with all endorsements as hereon.

Richard Biggs Sheriff

By R. B. Farmer Deputy

Summons

On the 27th day of December A.D. 1895, the following Summons was issued to the Sheriff of Logan County, to-wit:

The State of Ohio, Union County,
To the Sheriff of Logan County:

You are hereby commanded to notify Mary L. Gleason that she has been sued by Daniel Mercer in the Court of Common Pleas of Union County, and must answer by the 25th day of January A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 6th day of January A.D. 1896.

Witness my hand and the seal of said Court, this 27th day of December A.D. 1895:

(Seal)

J. H. Gosnell Clerk

Sheriff's Return

Sheriff's Fee	\$	50
Service Return		50
Mileage	1	92
Copy		16
Docketing		25
Endorsing		10
Total		2 93

The State of Ohio, Logan County,

Received this writ December 28th A.D. 1895, at 6³⁰ o'clock A.M. and served same by delivering a true and certified copy thereof with all the endorsements thereon to Mary L. Gleason personally, December 28th 1895.

John C. Sullivan Sheriff

By J. H. Clark Deputy

Summons

On the 20th day of January A.D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County,
To the Sheriff of Union County:

You are hereby commanded to notify Cynthia B. Miller and William F. Miller that they have been sued by Daniel Mercer in the Court

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of Common Pleas of Union County, and must answer by the 22nd day of February A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 8th day of February, A. D. 1896.

Witness my hand and the seal of said Court, this 20th day of January A. D. 1896.

Seal

J. W. Gosnell Clerk

Sheriff's Return

Sheriff's Fees	\$	cts
Service & Return	65	
Mileage	2	00
Copy		30
Total	2	95

Received this writ January 20th A. D. 1896, at 9 O'clock A. M. and served same by delivering a true copy of this writ with the endorsements thereon to Cynthia B. Miller and William F. Miller personally on the 30th day of January, 1896.
Wm. I. Snowgrass Sheriff.

Affidavit to obtain publication

On the 16th day of December A. D. 1896, the following Affidavit to obtain publication etc. was filed in the Clerk's office to-wit:

State of Ohio, Union County, ss:
Daniel Mercer
vs
Adam Newhouse et al
Court of Common Pleas,
Union County, Ohio.

Daniel Mercer, the said plaintiff being sworn says, that the defendants George T. Thompson, Phileana Thompson, Rachel A. Harshfield and William Harshfield are non residents of Ohio, and that service of summons on them can not be made on them in this State, and that the case is one of those mentioned in section 5048 of the Revised Statutes of Ohio.
Daniel Mercer.

Sworn to and subscribed before me on this 14th day of December A. D. 1896.

Seal

J. P. Curbanks
Notary Public.

Affidavit of Publication

The State of Ohio, Union County, ss:
E. Lev. W. Warden, publisher, being duly sworn, says that the notice hereto attached was published in the Richmond Gazette on the 19th day of December, 1895, and continued therein consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Sworn to and subscribed before me, this 25th day of January, 1896.

Lev. W. Warden.

J. F. Cullar
Notary Public.

Printers Fees, \$16.50

Legal Notice

Daniel Mercer
vs
Adam Newhouse et al
J. L. Lalliff, Attorney.
Court of Common Pleas,
Union County, Ohio.

George T. Thompson and Phileana Thompson his wife, residing in the State of Kansas, County of Washington, whose post office address is Hollinsburg, County and State of Kansas, Rachel A. Harshfield and William Harshfield her husband residing in the State of Kansas, County

of Harvey, whose post office address is Hallettsville, County and State of Texas, will take notice that Daniel Curcer did on the 16th day of December, A. D. 1895, file his petition in the Common Pleas Court of Union County, Ohio, in case No. 7014 against the above named parties and others, praying for partition of the following described premises situate in the County of Union, in the State of Ohio, Virginia Military Surveys Nos. 3696 and 3402 and bounded and described as follows:

Beginning at a stake in the center of Baker Creek and in the East line of Survey No. 3696; Thence with said line S. 8 1/2° E. 15 5/100 poles to a stone; Thence N. 46 1/2° E. 13 5/100 poles to a stake in the north line of the Delaware and Bellefontaine Grand road; Thence N. 1 1/2° E. 11 2 5/100 poles to a stake in the center of Baker Creek; Thence down the center of said Creek with the meanderings of the present channel to the beginning, containing four-tenths (4/10) acre.

Excepting therefrom the following described premises to-wit:

Beginning at a point in the center of Bellefontaine Grand Road and running north about 424 feet to place of beginning in Beech Grove Ditch; Thence north with Newhouse and Thompson line 227 feet; Thence East to center of Baker Creek 235 feet; Thence South with said Baker Creek 240 feet to a stake in line with said Beech Grove Ditch in Eastern line of said Newhouse and Thompson land; Thence West up said Ditch 210 feet to place of beginning containing one (1) acre more or less.

Said parties are required to answer on or before the 8th day of February A. D. 1896, or decree for partition will be taken in the case.

Daniel Curcer

By his Attorney J. L. Jolliff.

Answer of
Millard F.
Langstaff.
7014

On the 20th day of January A. D. 1896, the following answer was filed by the Clerk of this Court, to-wit:

Daniel Curcer
vs
Adam Newhouse et al

Court of Common Pleas
Union County, Ohio.

And now comes Millard F. Langstaff, one of the defendants herein, and for answer says, he is the legally appointed and qualified Assignee of John C. Newhouse that the said Daniel Curcer plaintiff herein on the 23rd day of September A. D. 1895, did make his certain promissory note in writing of that date, and did then deliver the same to this defendant and thereby promise to pay to this defendant or his order as said assignee the sum of Three Hundred and Fifty Two & 5/100 Dollars, in one year after the date thereof, which period will elapse on the 23rd day of September, 1896, and this defendant further says that to secure the payment of said promissory note and the money secured thereby the said Daniel Curcer by his certain deed of Conveyance of even date with said promissory note duly executed and delivered to this defendant did convey to him the said Millard F. Langstaff as assignee of John C. Newhouse his heirs and assigns forever the undivided one third (1/3) interest of said real estate in the petition herein described to have and to hold the same to him the said Millard F. Langstaff his heirs and assigns forever, which said deed of conveyance had a certain condition

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thunder writhe whereby it was provided that whereas the said Daniel Mercer had this day executed and delivered to said Willard F. Langstaff assignee of John C. Newhouse his promissory note for the sum of Three Hundred and Fifty Two & 5/100 Dollars payable to the order of said Willard F. Langstaff as said assignee in one year from date.

Now if the said Daniel Mercer shall well and truly pay or cause to be paid the sum of Three Hundred and Fifty Two & 5/100 Dollars named in said promissory note according to the tenor and effect thereof then this deed to be null and void otherwise to remain in full force and effect in law, and this defendant further says that he caused said mortgage to be deposited with the Recorder of said County of Union at his Office on the 23rd day of September, 1895; at 3rd O'clock P. M. for record and the same was thereupon duly recorded in the records of mortgages in said County, and that no part of the money mentioned in said promissory note and mortgage has been paid but is with the interest thereon from the 21st day of September, 1895, still due and unpaid.

Therefore this defendant asks that out of the proceeds of the sale of said real estate herein his said debt with the interest be paid in full and for all proper relief.

State of Ohio, Union County, ss:

Willard F. Langstaff being duly sworn according to law says that the facts and allegations in his foregoing answer are as he verily believes true.

Willard F. Langstaff

Sworn to before me by the said Willard F. Langstaff and by him subscribed in my presence this 20th day of January, A.D. 1896.

J. H. Gosnell Clerk

By J. W. A. Gosnell Deputy.

On the 9th day of March A.D. 1896, the following entry was filed by the clerk of this Court, to-wit:

Daniel Mercer }
vs }
Adam Newhouse et al }
Court of Common Pleas,
Union County, Ohio.

And now this cause coming to be heard upon the petition, the answer of Willard F. Langstaff assignee of John C. Newhouse and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition and that they are all with the exception of said Willard F. Langstaff assignee in default for answer thereto.

Thereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Daniel Mercer has a legal right to the three eighths part thereof; the defendant Adam Newhouse a legal right to the one eighth part thereof, and the defendants Mary L. Gleason and Cynthia C. Miller each a legal right to the one sixth part thereof, and the defendants George T. Thompson and Rachel A. Hershfield each a legal right to the one twelfth part thereof, and that the plaintiff

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is entitled to have partition of said estate made, as prayed for in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and S. V. Hall, Kilber DeGord and J. Shoppert three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are generally above found entitled and of his proceedings herein, said Sheriff is ordered to make due return.

Writ of Partition.

On the 10th day of March A.D. 1896, the following Writ of Partition was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County,
To the Sheriff of said County.

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term A. D. 1896, in a civil action therein pending (for partition), wherein Daniel Mercer the plaintiff, and Adam Newhouse and others the defendants, you are hereby commanded, that by the oaths of A. V. Hall, Kilber DeGord, and N. J. Shoppert three judicious and disinterested freeholders of the vicinity who are not kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union and in the state of Ohio:

Virginia Military survey Nos. 3696 and 3702 and bounded and described as follows:

Beginning at a stake in the center of Bokers Creek and in the east-line of survey No. 3696; thence with said line S. 84 1/2° W. 15 5/10 poles to a stone; thence N. 46 1/2° E. 13 5/10 poles to a stake in the north line of the Delaware and Bellefontaine Grand Road; thence N. 1 1/2° W. 112 5/10 poles to a stake in the center of Bokers Creek; thence down the center of said Creek with the meanderings of the present channel to the beginning, containing 14 acres. Excepting therefrom the following described premises to-wit:

Beginning at a point in the center of the Bellefontaine Grand Road and running north with about 424 feet to place of beginning in Bush Grove Ditch; thence North with Newhouse and Thompson line 227 feet; thence east to the center of Bokers Creek 235 feet; thence to a stake south with Bokers Creek 270 feet in line with said Bush Grove Ditch in eastern line of said Newhouse and Thompson land; thence west up said Ditch 210 feet to the place of beginning containing one (1) acre more or less.

Among the persons named herein and in the following proportions, to-wit:

- To Daniel Mercer. three Eighths (3/8) part.
- " Adam Newhouse, One Eighth (1/8) part.
- " Mary L. Deason One Sixth (1/6) part.
- " Cynthia C. Miller one Sixth (1/6) part.
- " George L. Thompson One twelfth (1/12) part.
- " Rachel A. Harsfield One twelfth (1/12) part.

Sheriff's Return.

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Commissioner's Report: Daniel

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But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money; and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville, this 10th day of March A. D. 1896.

J. N. Forsuell Clerk
By J. W. A. Grunell Deputy

(seal)

Sheriff's Return.	Sheriff's Fee	\$	cts.
	Service	1	20
	Mileage	2	08
	Executing Writ	1	00
	Smearing Com.		25
	Report Com.	1	00
	Return		25
	Total	5	78
Commissioner's Report.	Commissioner's Fee	\$	cts.
	A. H. Hall	1	00
	J. N. Shoppart	1	00
	Wilbur DeGord	1	00

As commanded by the foregoing writ of Partition, I have executed the same by the oaths of A. H. Hall, J. N. Shoppart and Wilbur DeGord causing said partition to be made, as will appear by the report of the Commissioners herewith returned. Given under my hand this 3rd day of April A. D. 1896.

Wm. S. Swygous
Sheriff

Commissioner's Report.

Union County, ss:
Court of Common Pleas.

Daniel Bunker
vs
Adam Newhouse et al

In Partition.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned, Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at \$1700.00.

Given under our hands this 3rd day of April, A. D. 1896.

J. N. Shoppart
D. W. DeGord } Commissioners.
A. H. Hall }

Continued

Afterward on the 7th day of April A. D. 1896, the following motion was filed by the Clerk of this Court, to-wit:

Daniel Bunker
vs
Adam Newhouse et al

Court of Common Pleas,
Union County, Ohio.

Claimant moves that the report and proceedings by the Commissioners herein be confirmed, that said premises be sold at public auction on the premises and that an order therefor be issued to the Sheriff of Union County accordingly.

J. L. Jolliff Atty for Plff.

7014

Entry
7014

Daniel Greer
vs
Adam Newhouse et al

Court of Common Pleas,
Lennox County, Ohio,

On motion to the Court by J. L. Jolliff Attorney for the plaintiff and upon producing the proceedings of the Sheriff and the report of the Commissioners heretofore appointed, and the same being examined, it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed; and thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said commissioners, on motion of the petitioner it is ordered by the Court that said estate be sold at public auction for good cause shown on the premises by the Sheriff of said County of Lennox according to the statutes in such cases made and provided; upon the following terms to-wit: One third cash on the day of sale, and one third in one year and one third in two years thereafter, with interest from the day of sale, such deferred payments to be evidenced by the promissory notes of the purchaser, payable to the parties respectively entitled and secured by mortgage on the premises.

J. L. Jolliff, Atty. for Plaintiff.

Order of
Sale in
Partition.

On the 7th day of April A. D. 1896, the following Order of Sale in Partition was issued to the Sheriff of Lennox County, to-wit:

The State of Ohio, Lennox County, ss.
To the Sheriff of said County, Greeting:

In pursuance of the order of our Court of Common Pleas, within and for the County of Lennox, at the April Term, A. D. 1896, in a certain Petition for Partition, now pending in said Court, wherein Daniel Greer plaintiff, and Adam Newhouse and others defendants, we command you that, without delay, you proceed to sell at public auction, on the premises, the lands and tenements in said petition described, to-wit:

Situate in the County of Lennox, and in the State of Ohio, Virginia Military survey Nos. 3696 and 3702 and bounded and described as follows:

Beginning at a stake in the center of Bokers Creek and in the east line of Survey No. 3696, thence with said line S. 8 1/2° E. 15 5/100 poles to a stone; thence N. 46 1/2° E. 13 5/100 poles to a stake in the north line of the Delaware and Bellefontaine Gravel Road, thence N. 1 1/2° W. 112 5/100 poles to a stake in the center of Bokers Creek; thence down the center of said Creek with the meanderings of the present channel to the beginning containing 14 acres: Excepting therefrom the following described premises, to-wit:

Beginning at a point in the center of the Bellefontaine Gravel Road and running north about 424 feet to place of beginning in Buck Lane Ditch: thence North with Newhouse and Thompsons line 227 feet: thence east to the center of Bokers Creek, 235 feet; thence to a stake south with Bokers Creek 240 feet, in line with said Buck Lane Ditch in eastern line with said pt in eastern line of said Newhouse and Thompsons land; thence west up said ditch 210 feet to the place of beginning containing 11 one acre more or less.

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Terms of Sale:

One third cash on day of sale.
One third in one year, and
One third in two years; deferred payments to be secured by mortgage on the premises, with interest on deferred payments.

Appraised at \$1700.00; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you true and true this writ.

Witness my hand and the seal of the said Court, at Waverly, this 7th day of April, A.D. 1896.

J. N. Gravel Clerk
By J. N. Gravel Deputy

Sheriff's Return

Sheriff's Fee	\$ 45
Service	25
Outage	2 00
Copy to Printer	25
Return	25
Total	12 75

The State of Ohio, Union County, ss.

I received this order of sale on the 8th day of April, 1896, and in obedience to the command of the same, I did on the 8th day of April, 1896, cause to be advertised in the Waverly Tribune (a newspaper printed and published and of general circulation in Union County,)

said lands and tenements to be sold at public sale, on the premises in said County, on the 9th day of May, A.D. 1896, at one o'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks; and in pursuance to said notice, I did on said 9th day of May A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale. Not sold for want of bidders.

Wm. S. Swyglass, Sheriff
Union County, Ohio.

Affidavit of Publication

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the aforesaid Notice was published for 5 consecutive weeks in "The Waverly Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with April 8th 1896.

W. C. Shearer.

Sworn to and subscribed before me, this 20th day of May, 1896.

J. N. Gravel Clerk.

Sheriff's Sale

Printer's Fee, \$18.00

J. L. Jolliff, Attorney.
Court of Common Pleas.
Union County, Ohio.

Daniel Brewer
vs
Adam Newhouse et al

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale on the premises, on Saturday, May 9th 1896, at or about the hour of one o'clock P.M. on said day the following described real estate to-wit:

Situate in the County of Union, and in the State of Ohio, Virginia Military Survey Nos. 3696 and 3702 and bounded and described as follows:

Beginning at a stake in the center of Baker's Creek and in the east-line of survey No. 3696, thence with said line South 8 1/2° West 15 5/100 poles to a stone; thence north 46 1/2° East 13 5/100 poles to a stake in the North

line of the Delaware and Bellefontaine gravel road; thence north 11 1/2° west 112 5/100 poles to a stake in the center of Bokes Creek; thence down the center of said creek with the meanderings of the present channel to the beginning, containing 14 acres; Excepting therefrom the following described premises, to-wit:

Beginning at a point in the center of the Bellefontaine gravel road and running north about 424 feet to place of beginning in Beech Grove Ditch; thence north with Newhouse and Thompson's line 227 feet; thence east to the center of Bokes Creek, 238 feet; thence to a stake south with Bokes Creek 240 feet, in line with said Beech Grove Ditch in eastern line of said Newhouse and Thompson's land; thence west up said ditch 210 feet to the place of beginning, containing 0 one acre more or less.

Terms: One third cash on day of sale, One third in one year, and one third in two years, deferred payments to be secured by mortgage on the premises, with interest on deferred payments.

Appraised at \$1700

April 8th 1896.

Wm. S. Snygrass.

Sheriff, Union County, Ohio.

On the 12th day of May A.D. 1896, the following Precept was filed by the Clerk of this Court, to-wit:

Precept
7014

Daniel Mercer
vs
Adam Newhouse et al
Court of Common Pleas
Union County, Ohio.

To the Clerk:

In this case, issue an Alias Order of Sale, directed to the Sheriff of Union County, Ohio.

J. L. Jolliff
Atty. for Plff.

Alias Order
of Sale in
Partition

On the 12th day of May A.D. 1896, the following Alias Order of Sale in Partition was issued to the Sheriff of Union County, to-wit:
The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

Thomas, at a term of Court of Common Pleas, holden at the Court House within and for said County, to-wit: at the April Term, 1896, in a certain Petition for Partition now pending in said Court, wherein Daniel Mercer is plaintiff and Adam Newhouse et al is defendant we command you that without delay you proceed to sell at public auction on the premises the lands and tenements in said petition described.

Then in accordance with said order of sale issued out of this Court, on the 8th day of April A.D. 1896, under which the following lands and tenements were appraised, and offered for sale, to-wit:

Situate in the County of Union and in the State of Ohio, Virginia Military Survey Nos. 3696 and 3402 and bounded and described as follows:

Beginning at a stake in the center of Bokes Creek and in the east line of Survey No. 3696; thence with said line 8 1/2th of 15 5/100 poles to a stone; thence S. 46 1/2th W. 13 5/100 poles to a stake in the north line of

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The Delaware and Bellefontain gravel road; Thence N. 1 1/2° W. 112 7/10 poles to a stake in the center of Bokus Creek; Thence down the center of said Creek with the meanderings of the present channel to the beginning containing 14 acres, excepting therefrom the following described premises to-wit:

Beginning at a point in the center of the Bellefontain gravel road and running north about 424 feet to the place of beginning in Bush Grove Ditch; Thence north with Newhouse and Thompson's line 227 feet; Thence east to the center of Bokus Creek 235 feet; Thence to a stake south with Bokus Creek 240 feet in line with said Bush Grove Ditch in eastern line of said Newhouse and Thompson's land; Thence east up said ditch 210 feet to the place of beginning, containing (1) one acre more or less.

Terms of Sale.

One third cash on day of sale,

One third in one year, and

One third in two years; deferred payments to be secured by mortgage on the premises with interest on deferred payments.

And, whereas, no sale was had under said order.

It is therefore commanded you, that you proceed without delay to advertise and sell, according to the statute regulating sales on judgments, and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to-wit: \$1700.00, and the moneys arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and seal of said Court,

this 12th day of May, A. D. 1896.

J. H. Gosnell Clerk

State

The State of Ohio, Union County, ss.

Sheriff's Return

Sheriff's Fees	\$	00
Notice to Printer		25
Affidavit of "		25
Writing Notice		25
Mileage	2	00
Poundage	8	50
Return		25
Mortgage Recording	3	25
Total	14	50

In obedience to the command of the Order of Sale hereto annexed, I did on the 20th day of May, 1896, cause to be advertised in the Richmond Gazette (a newspaper printed and published and of general circulation in said County), said lands and tenements to be sold at public sale on the premises in said County, on the 20th day of June A. D. 1896, at One O'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: 5 consecutive weeks, and in pursuance to said notice, I did on said 20th day of June A. D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale on the premises.

And then and there came Margaret B. Wright who bid for the same the sum of Eleven Hundred Thirty Four (\$1134⁰⁰) Dollars, and said sum being over two-thirds of the appraised value thereof, and said Margaret B. Wright being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of Eleven Hundred and Thirty Four (\$1134⁰⁰) Dollars.

William H. Swodyross, Sheriff.

Affidavit of Publication

The State of Ohio, Union County, ss:
S. Gov. Gordon, publisher, being duly sworn, say that the notice hereto attached was published in the Richmond Gazette on the 21st day of May, 1896, and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

S. Gov. Gordon.

Sworn to and subscribed before me, this 20th day of May A.D. 1896.

Printers Fees, \$18⁰⁰

J. F. Miller
Notary Public.

Sherriff Sale.

7014

Daniel Curran

vs

Adam Newhouse et al

J. L. Galliff, Attorney.
Court of Common Pleas,
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale on the premises, on Saturday June 20, 1896, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit:

Situate in the County of Union, in the State of Ohio, Virginia Military Survey Nos. 3696 and 3402 and bounded and described as follows:

Beginning at a stake in the center of Bokers Creek and in the east line of survey No. 3696; Thence with said line south 8 1/2° West-15° 1/100 poles to a stone; Thence with 46° 2° East-13° 5° 1/100 poles to a stake in the north line of the Delaware and Bellfontain gravel road; Thence North 1 1/2° West-112° 7° 1/100 poles to a stake in the center of Bokers Creek; Thence down the center of said Creek with the meanderings of the present channel to the beginning containing 14 acres; Excepting therefrom the following described premises to-wit:

Beginning at a point in the center of the Bellfontain gravel road and running north about 424 feet to the place of beginning in Beech Grove Ditch; Thence north with Newhouse and Thompson's line 227 feet; Thence east to the center of Bokers Creek 235 feet; Thence to a stake south with Bokers Creek 240 feet in line with said Beech Grove Ditch in eastern line of said Newhouse and Thompson's land; Thence west up said Ditch 210 feet to the place of beginning, containing 11 one acre more or less.

Terms: One-third cash on day of sale,
One-third in one year, and
One-third in two years, deferred payments to be secured by mortgage on the premises, with interest on deferred payments.

Appraised at \$1700⁰⁰.

May 21st 1896.

Wm. J. Smokey, Sheriff
Union County, Ohio.

On the 8th day of September A.D. 1896, the following Entry was filed by the Clerk of this Court; to-wit:

Daniel Curran

vs

Adam Newhouse et al

Court of Common Pleas,
Union County, Ohio.

In motion of to the Court by J. L. Galliff Attorney for the

Entry

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plaintiff, and upon producing the proceedings of the Sheriff, and sale of the premises by him made in pursuance of a former order of the Court; and the same being examined and found by the Court in all respects in due form of law, it is ordered by the Court that said proceedings and sale be, and the same are hereby approved and confirmed, and that said Sheriff execute and deliver to said purchaser Margaret B. Wright upon full compliance by her with the terms of such sale a deed in fee simple for the said lands and improvements, by him sold as aforesaid.

It is therefore ordered by the Court that the Sheriff out of the proceeds of sale pay: First to the Treasurer of Union County, Thirty four and 00/100 Dollars being the taxes and penalties due on said premises: Second: pay to the Clerk of this Court the costs of this action including Seven and 00/100 Dollars paid by plaintiff for certified Copies of deeds and one Affidavit, and also including a counsel fee of Forty four (\$44.00) Dollars to J. L. Joliff for his services herein. Third: that there be paid out of the money arising from said sale in the following proportions to-wit:

Daniel Mercer 3/8, Adam Newhouse 1/8, George L. Thompson 1/2, Mary L. Gleason 1/2, Rachel A. Harkfield 1/2, Cynthia C. Keller 1/2.

Fourth: That out of 3/4 of balance of proceeds of sale he pay to Willard F. Langstaff Assignee of John C. Newhouse the amount of \$374.45 found due him by the Court upon his mortgage claim herein. and that the Sheriff distribute the residue of the first payment as follows:

- To Daniel Mercer 3/8 being \$
- " Adam Newhouse 1/8 being \$24.41 3/8,
- " George L. Thompson 1/2 being \$16.27 3/4,
- " Mary L. Gleason 1/2 being \$32.55 1/2.
- " Rachel A. Harkfield 1/2 being \$16.27 3/4,
- " Cynthia C. Keller 1/2 being \$32.55 1/2.

That he distribute the residue as follows and take notes with interest from day of sale, the same to be secured by first mortgage on the premises sold:

- To Daniel Mercer \$ in one year and \$ in two years,
- " Adam Newhouse \$47.25 in one year and \$47.25 in two years,
- " George L. Thompson \$31.59 in one year and \$31.59 in two years,
- " Mary L. Gleason \$63.00 in one year and \$63.00 in two years,
- " Rachel A. Harkfield \$31.59 in one year and \$31.59 in two years,
- " Cynthia C. Keller \$63.00 in one year and \$63.00 in two years.

It is further ordered that a writ of restitution issue to said Sheriff of Union County, commanding him to put said purchaser Margaret B. Wright in possession of said premises.

Attest,
J. M. Hosnell
Clerk.

that the notice on the 21st day during all of circulation

and A.D. 1896.

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estate, to-wit: his, Virginia

be as follows: and in the 1/2 West 15th 1/100

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court, of the Term of September, to-wit: On the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 30th day of May A.D. 1896 Anna B. Lowe filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Levi Lowe, to-wit:

Petition
7080

Anna B. Lowe vs Levi Lowe
Court of Common Pleas
Union County, Ohio.

The plaintiff says she has been a resident of the State of Ohio for more than a year last-past and is now a bona fide resident of Union County, Ohio.

That on the 24th day of December A.D. 1871, she was married to the defendant whom she prays may be made a party hereto.

That she was a faithful and prudent wife willing and able to discharge all the duties of a wife but he disregarded his duties as a husband has been guilty of gross neglect of duty for many years last-past.

She further says that he entirely abandoned her more than three years last-past.

Plaintiff further says that said defendant is indebted to this plaintiff in the sum of about Two Hundred Dollars, for money coming to this plaintiff from her brother's estate, borrowed by said defendant from her brother Matilda Taylor late of Delaware Co. Ohio.

Said defendant will be possessed of one seventh or eighth part of his father's estate who is owner of about 200 acres of real estate, who is very old and cannot live but a short time.

She therefore prays that she may be granted a complete divorce and be granted reasonable alimony out of said property, and that the Court find and decree said money indebted to the estate of Matilda Taylor due due this plaintiff, and for all proper relief.

Anna B. Lowe
By J. K. Kennedy her Atty.

Receipt

To the Clerk:

Issue Summons and Copy of Petition directed to Sheriff of Union County, Ohio, for Levi Lowe, Divorce prayed for, charge, gross neglect of duty and willful absence.

J. K. Kennedy
Atty. for Plf.

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On the 30th day of March A.D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:
The State of Ohio, Union County, ss:

To the Sheriff of said County:

You are commanded to notify Levi Lowe that Anna B. Lowe has filed in the office of the Clerk of the Court of Common Pleas of Union County, and state of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty, and asking that she be divorced from him, and that she be allowed alimony, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 13th day of April, A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 30th day of March A.D. 1896.
J. H. Gurnell Clerk.

Sheriff's Return.

Sheriff's Fee	\$	40
Service		15
Copy	2	86
Return	25	
Total	3	36

The State of Ohio, Union County, ss:

Received 8 o'clock A.M. on the 31st day of March A.D. 1896, and on the 10th day of April A.D. 1896, I served the same by leaving at the usual place of residence of Levi Lowe, a true copy thereof of this writ with the endorsements thereon together with a copy of the petition.

Wm. S. Swadlow, Sheriff.

Entry 7080

On the 8th day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Anna B. Lowe vs Levi Lowe
Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard on the petition of the plaintiff, the defendant being in default and the Court having first heard the testimony and being fully advised in the premises and the Court on consideration thereof do find for the plaintiff.

That at the time of filing the petition had been a resident of the state of Ohio for more than a year last past and was at the time a bona fide resident of Union County.

The Court further find from the evidence adduced that the defendant has been guilty of gross neglect of duty as charged in the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is further ordered and adjudged by the Court that the marriage relation heretofore existing between the said Anna B. Lowe and Levi Lowe be and the same is, hereby dissolved and both parties released from the obligation thereof.

It is further ordered and decreed by the Court that said defendant pay said plaintiff the sum of Seventy Five dollars as

Alimony in this case; and that said plaintiff release all
rights or obligations held by her against him as well as any
other evidence of indebtedness to which said plaintiff agrees in
open Court.

And it is further ordered adjudged and decreed by said
Court that all rights or contingent right of dower of said defendant
in the 50 acres of land now occupied by the plaintiff are
herby forever released and decreed to said plaintiff, and that
said defendant herby in open Court agrees to, and consents and
herby releases all dower in said premises.

And it is further ordered and adjudged by the Court
that said plaintiff herby release all right or contingent right
of dower in the following described real estate belonging to said
defendant:

Part of Survey No. 1307, commencing at a stone being a
North east corner of the town of Watkins; thence with the east-
line of said town S. 5² E. 13 poles to a stone in the center of the
Crawsville and Watkins gravel road and in the south line of said
Survey; thence N. 5¹/₄² E. 13 poles to a survey line N. 85² E. 9³/₄ poles
to a stone; thence N. 5¹/₄² W. 13 poles to a stone; thence S 5¹/₄² E. 9³/₄
poles to the place of beginning containing ³/₄ of an acre, the east-
half of the above described is herby conveyed to the same more
or less but subject to all legal highways.

And further said plaintiff in open Court agrees to and
does herby release her contingent dower in the foregoing and
above described premises.

Said plaintiff in open Court herby agrees to release
and does release all of her right of dower in any land or
real estate owned by said defendant in Union County, Ohio.

The Court further orders adjudges and decrees that the
plaintiff pay the cost of this case herein taxed at \$9.72.

J. M. Kennedy for Plaintiff
W. J. Hoopes Atty. for Def.

Attest
F. M. Hornell
Clerk.

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Please continued and held at the Court House in Mansfield, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John D. Price, Judge of said Court, of the Term of September, to-wit: On the 7th day of September a.D. 1896.

As it is remembered that heretofore to-wit, on the 8th day of August a.D. 1896, Thomas Stillings filed in the Clerk's office of the said Court of Common Pleas, the following petition against Edward P. Houghton et al. to-wit:

Petition. 7171

Thomas Stillings vs Edward P. Houghton, Harriet B. Houghton, Jeanette Houghton Court of Common Pleas, Union County Ohio.

Plaintiff says that his his action is founded upon a promissory note of which the following is a copy:

\$411.04 February 1st 1894. Two years after date me promise to pay to the order of Thomas Stillings Four Hundred & Eleven & 1/10 Dollars, at 8% interest, value received.

(Signed) Edward P. Houghton, Harriet B. Houghton, Jeanette Houghton

There are no credits on said note. There is now due from the defendants to plaintiff on said note the sum of Four Hundred and Eleven & 1/10 Dollars with interest at 8% from February 1st 1894, which he claims and for which he asks judgment.

J.B. Cole. Plaintiffs Attorney.

The State of Ohio, Union County, ss: Thomas Stillings being duly sworn says that the facts stated and allegations in his foregoing pleadings are as he believes true. Thomas Stillings.

Sworn to and subscribed before me this 8th day of August, 1896. W. W. Stinger J. P.

Receipt

Mr. Clerk: Issue Summons on within Petition to Sheriff of Union County, Ohio, returnable according to law, and on amount claimed \$411.04 and interest at 8% from Feb. 1, 1894. August 8, 1896. J. B. Cole Atty for Plff.

Summons.

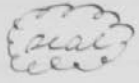
On the 8th day of August a.D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss. To the Sheriff of said County: You are hereby commanded to notify, Edward P. Houghton, Harriet Houghton and Jeanette Houghton that they have been sued by Thomas Stillings in the Court of Common Pleas of Union County, and must answer by the 5th day of September a.D. 1896, or the petition of the

said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17th day of August - A. D. 1896.

Witness my hand and the seal of said Court, this 8th day of August - A. D. 1896.



J. N. Gosnell Clerk
By J. A. Gosnell Deputy

Sheriff's Return.

Sheriff's Fee	\$	25
Service & Return		80
Mileage	2	72
Copy		45
Total	3	97

The State of Ohio, Union County, ss:

Received this writ August 10th 1896, at 10 o'clock A.M. and served same by handing a true copy of this writ with the endorsements thereon to Harriett Houghton personally, and to Edward P. Houghton and Jennet Houghton by leaving a copy at their usual place of residence on the 12th day of August 1896.
Wm. Swadgrass Sheriff

On the 8th day of September A. D. 1896. the following entry was filed by the Clerk of this Court. to-wit:

Entry 7171

Thomas Stillings vs Court of Common Pleas, Union County, Ohio.
Edward P. Houghton et al

Now come the plaintiff herein, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and find that the said defendants are indebted to him in the sum of Four Hundred and Ninety Six & 5/100 Dollars.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of Four Hundred and Ninety Six & 5/100 Dollars, with interest thereon at 8 per cent from Sept. 7th 1896, the first day of this term of Court, and his costs herein expended taxed to \$ 8 25.

Attest
J. N. Gosnell
Clerk.

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Cause continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, 1896: On the 7th day of September in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that heretofore to-wit, on the 4th day of June A.D. 1896, Charles Chapman and John C. Griffith Administrators &c filed in the Clerk's office of the said Court of Common Pleas, the following petition against George Ginos et al. to-wit:

Petition
7120
Charles S. Chapman &c
John C. Griffith as
Administrators of the Estate of
Albert Chapman Deceased.

Court of Common Pleas
Union County, Ohio.

vs
George Ginos, Eliza J.
Ginos and Homer James.

On the 15th day of June, 1895, letters of Administration on the estate of Albert S. Chapman, heretofore deceased, intestate, were by the Probate Court of Union County, Ohio, duly issued to the plaintiffs, who thereupon duly qualified and entered on the duties of said office.

There is due plaintiffs, as such Administrators, from the defendant, George Ginos, the sum of thirty-five & 50/100 Dollars, with interest from the 31st day of October, 1891, on an account, a copy of which, with all credits, is hereto attached, marked "Exhibit A."

Second Cause of Action.

The account mentioned and described, accrued for materials furnished by John S. Fleck and said Albert S. Chapman, a partnership doing a general lumber business in Marysville, Ohio, under the firm name of "Fleck & Chapman;" on said George Ginos' order in erecting a dwelling house, between the 30th day of April, 1890, and the 30th day of May, 1890, on certain premises of said George Ginos, described as follows:

Situate in the County of Union, in the State of Ohio, in the Township of Paris, and part of Survey No. 3351, Beginning at a stone in the East line of Survey No. 3346; 538 feet South, 8 1/2 West from the North Abutment of the bridge across Mill-Creek; Thence N. 8 1/2° W. 90 feet to a stone in said Survey line; Thence N. 85° E. 162 feet to a stone in the West line of D. D. Welsh's land: Thence with said line, S. 8° W. 162 feet to the beginning.

Said account accrued on the 30th day of May, 1890, and on the 8th day of September, 1890, said Fleck & Chapman filed with the Recorder of this County, under the statute provided for obtaining mechanics liens, an affidavit containing an itemized account of the amount and value of such materials, with all credits and offsets with a statement of the amounts, and the times when the same should have been paid, which said lien is

recorded in book 3, page 202. of said records office.
 No part of said indebtedness has been paid, except \$5⁷⁴ thereof, that was paid Oct. 31, 1891, as shown in the account, a copy of which is hereto attached.

Said account and lien has been duly assigned to said Albert S. Chapman, deceased, and now belongs to his estate.

The defendant, Eliza J. Goin, is the wife of the defendant, George Goin.

The defendant Solomon James, claims some interest in said premises, but plaintiffs claim the same to be subordinate to their lien, and ask that he be compelled to set the same up, or be forever cut off. Therefore plaintiff asks that said property may be sold, and the proceeds applied, so far as necessary, to pay said demand of \$35⁰⁰ or, with interest from Oct. 1891, or due plaintiff, and for such other relief as is proper.

J. C. Griffith, Atty
 for Plaintiff

State of Ohio, Lorain County, ss:

Charles S. Chapman, being duly sworn, says that he is one of the Administrators of the Estate of Albert S. Chapman, deceased, and as such, one of the plaintiffs in this case, and that the allegations in the foregoing petition are true as he verily believes.

Charles S. Chapman.

Subscribed to and sworn to before me this 2nd day of June, 1896.



"Exhibit A."

George Goin

J. M. Kennedy
 Notary Public

1890.

Date	Description	Quantity	Price	Total
Apr. 30,	For 23 lbs. c wire nails	32	32	
	20 " " " "	82	1.51	
	810 ft. 8" v lide	175	17.17-15 ⁶⁵	
May 1,	490 " " "		8.58	
	5 W. Frames	140	7.00	
	30 D. D. J	165	4.95-20.53	
2	4 1/2 18" H Shy	275	12.38	
	25 W 7 wire nails	4-	1.00	
	10 " 8 D	32	.35	
	200 ft. 8 liding	175	3.50	
	56 " 6 D	175	.98	
	38 " Corn.	2	.76	
	2 W. Frames 12x28-125		2.50-21.42	
5	3 Licks H. Extra	35	1.05	
	3 pr 3x3 Bults & com		.45	
	1 3/4 Doz. W. Springs	20	.35	
	10 3 Wire Cables 42 D.		.40	
	2 L 10x40 Extra	35	.70	
	8 " 12x28	20	1.60	
	20 " 12x32	20	4.00	

Summons.

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May 5:	4	8x28	10	.40
	1	Sash door 27		2.25
	2	doors 2. 8x6.8		3.00
		Sash 2 1/2: 12x28 1/2		1.00
		" 5" 12x32 1/2		2.50
	4	Transoms 25		1.00 - 15.75
9	1/2	gal L S oil 70		.35
	4	3" Wire fence 6		.24
		845 ft - flooring 2		16.90 - 17.49
12	1	in D. frame 1		1.00
		67 ft. 4/4 Corn Extra 2		1.34
	112	" ad. N. Sats 1/2"		1.12
	2	8" Cans 15		.10 - 3.56
30	1 1/2	gal oil 70		1.05
	5	lbs oiler 4		2.00 - 12.5
				<u>\$ 98.73</u>

1890

May 5	By cust	\$60.00	61.85
9	10 1/2 ft. Q. Lidy	7.75	1.85

Due F&C. 36.88

1891, Oct. 31 - Credit to Cash \$5.74

COPY

Receipts
7120

Charles Chapman et al
George Gorins et al.

Court of Common Pleas
Union County, Ohio.

Check - Issue Summons to the Sheriff
of Union County, Ohio, for George Gorins, Eliza Gorins and
Solomon James, returnable according to law, Indorse - Action
for Equitable relief.

J. E. Griffith, Atty for
Plaintiff.

Summons.

On the 4th day of June A.D. 1896, the following Summons
was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Said County:

You are hereby commanded to notify George Gorins, Eliza
J. Gorins and Solomon James that they have been sued by
Charles S. Chapman and John E. Griffith as Administrators
of the estate of Albert S. Chapman, deceased, in the Court of
Common Pleas of Union County, and must answer by the 4th
day of July, A.D. 1896, or the petition of the said plaintiff will be
taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 15th
day of June, A.D. 1896.

Witness my hand and the seal of said Court,
this 4th day of June A.D. 1896.

(Seal)

J. W. Gosnell Clerk.
By J. W. A. Gosnell Deputy.

- 1.57
- 14.17-15⁶⁵
- 8.58
- 7.00
- 4.95-20.53
- 12.38
- 1.00
- 35
- 3.50
- 98
- 76
- 2.50-21⁴²
- 1.05
- 45
- 35
- 40
- 70
- 1.60
- 4.00

Sheriff's Return.

The State of Ohio, Union County.	
Sheriff's Fee	\$ cts.
Service & Return	85
Mileage	16
Copy	45
Total	1 46

Received this writ June 5th A.D. 1896, at 10 o'clock A.M. and served same by handing a true copy of this writ with the endorsements thereon to George Goins, Eliza Goins and Solomon James personally on the 9th day of June, 1896.
Wm. Snodgrass, Sheriff

On the 8th day of September A.D. 1896. the following summons was issued to the Sheriff of Union County, to-wit:

Entry.

On the 8th day of September A.D. 1896. the following Entry was filed by the Clerk of this Court, to-wit:

Charles S. Chapman et al.
Administrators ec.

Court of Common Pleas.
Union County, Ohio.

vs
George Goins et al

Now come plaintiffs, by their attorney, and all the defendants being in default for answer and demurrer, the Court finds the allegations of the petition are confessed by them to be true, and that there is due to said plaintiffs, from said George Goins, on account of the materials furnished, as set forth in the petition, the sum of \$46⁰⁰, with interest from the first day of this term, and that the same is a lien on the premises described in the petition, by reason of the mechanics lien therein described, and recorded in book 3, page 202, of the Union County records of liens; and that plaintiffs are entitled to have said lien enforced.

It is therefore adjudged and decreed that unless the defendant, George Goins, shall within five days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs of this case, and to the plaintiffs herein the sum so found due as aforesaid, an order may issue to the Sheriff of Union County, Ohio, commanding him to sell said premises, as upon execution, and of his proceedings in the premises to make due return to this Court.

Attest
J. M. Howell
Clerk.

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Please continued and held at the Court House in
Crawfordsville, within and for the County of Union, in the South
Judicial District of the Court of Common Pleas of the state of
Ohio, before the Honorable John A. Rice, Judge of said Court, of the
Term of September, 1896; On the 7th day of September, in the
year of our Lord, One thousand Eight hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 6th day of
June A. D. 1896, Levi H. Holt filed in the Clerks Office of the said
Court of Common Pleas, the following petition against Lovina P.
Holt, to-wit:

Petition Levi H. Holt vs Lovina P. Holt
7121
Court of Common Pleas,
Union County, Ohio.

Plaintiff says he is a citizen of Union County,
Ohio, and has been for more than the last year past; and
that he was married to defendant in January, 1896, at Oakwood,
in Paulding County, Ohio, and that defendant in May, 1896, left
his bed and board.

Plaintiff says for his cause of action, that defendant has
been guilty of gross neglect in her duty as a wife, and that
she was quarrelsome and disagreeable in her conduct toward
plaintiff;

And he further says that he was ever kind to the def-
endant, and furnished her with a comfortable home and neces-
sary comforts of life so far as his means enabled him so to
do, and that defendant left his bed and board without any
just cause, and that she has failed, and refused to return to his
home, though often requested so to do by plaintiff.

Now therefore plaintiff asks for a decree divorcing him from
defendant, that the marriage relation between plaintiff and defen-
dant be severed and that she be barred of any right or
interest in or to any of plaintiffs property either personal or real,
and other and further relief as the Court may deem just in the
premises.

J. Reed Atty. for Plff.

Levi Holt being duly sworn says the allegations in this
petition are true as he verily believes.

Levi H. Holt.

Subscribed and sworn to in my presence this 8th day of Sept. 1896.
Clerk of Court of Common Pleas of Union County.
Issue Summons to Sheriff of Paulding County, Ohio, with
Copy of petition in the above case returnable according to law.
Thomas Reed
Attorney for Plaintiff.

Sworn to and subscribed in my presence this 9th day of September, 1896.
J. H. Gosnell Clerk

Summons

On the 8th day of June A.D. 1896, the following summons was issued to the Sheriff of Paulding County, to-wit:

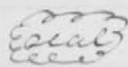
The State of Ohio, Union County, ss:
To the Sheriff of Paulding County:

You are commanded to notify Lurina P. Holt that Levi A. Holt has filed in the office of the Clerk of the Court of Common Pleas of Union County, and state of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her) charging her with gross neglect of duty, and asking that he be divorced from her, and that for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 22nd day of June A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 8th day of June A.D. 1896.



J. M. Gosnell Clerk

Sheriff's Return

Sheriff's Fee	25
Copy	25
Docket	25
Return	25
Postage	02
Total	77

Received 8 O'clock A. M. on the 10th day of June A.D. 1896, and after diligent search I could not find the within named defendant Lurina P. Holt in Paulding County, Ohio.

Charles C. Haker Sheriff
By C. P. Lacy Deputy

Summons

On the 25th day of June A.D. 1896, the following summons was issued to the Sheriff of Paulding County, to-wit:

The State of Ohio, Union County, ss:

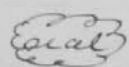
To the Sheriff of Paulding County:

You are commanded to notify Lurina P. Holt that Levi A. Holt has filed in the office of the Clerk of the Court of Common Pleas of Union County, and state of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her), charging her with gross neglect of duty, and asking that he be divorced from her, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 6th day of July A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 25th day of June A.D. 1896.



J. M. Gosnell
Clerk of Court
Union County
Ohio.

Sheriff's Return

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Sheriff's	Sheriff's Fee.	\$	45
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	Copy		25
	Mileage	2	40
	Docs Ind.		30
	Return		25
	Postage		02
	Total	3	47

The State of Ohio, Paulding County ss:
 Received 3 O'clock P. M. on the 26th day of June
 A.D. 1896, and on the 3rd day of July A.D. 1896, I
 served the same by handing the within named depu-
 dant Lavinia P. Holt a true copy thereof with
 all the endorsements thereon, and also a true copy
 of the petition for divorce.
 Chas E. Hakes Sheriff
 Paulding County, Ohio.

On the 14th day of September A.D. 1896, the following Entry
 was filed by the Clerk of this Court, to-wit:
 Entry
 7121
 Levi A. Holt
 vs
 Lavinia P. Holt
 Court of Common Pleas,
 Union County, Ohio.

And now comes the said plaintiff, by Thomas Reed
 his attorney, and the defendant having been duly served with sum-
 mons and a copy of the petition herein, the Court find that the
 allegations thereof are confessed by her to be true.

The Court also find that the Plaintiff, at the time of filing
 his petition, had been a resident of the state of Ohio, for one year
 next preceeding the same, and was at the time a bona fide resident
 of this County of Union, and that the parties hereto were married as
 in said petition set forth.

The Court further find, upon the evidence adduced, that
 the defendant has been guilty of gross negligence in her duties
 as a wife, and that she was quarrelsome, and by reason thereof
 he is entitled to a divorce as prayed for in his petition.

It is therefore ordered and adjudged by the Court, that the
 marriage contract heretofore existing between the said Levi A. Holt
 and Lavinia P. Holt be, and the same is hereby dissolved, and both
 parties are released from the obligation of the same.

And it is further adjudged by the Court that the defendant
 Lavinia P. Holt be barred from any right title or interest in or to
 any of plaintiffs real estate or Chattel property.

It is further considered by the Court that the said plain-
 tiff pay the costs of this prosecution.

Attest
 J. N. Gosnell
 Clerk.



Please continued and held at the Court-house in Mansfield, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September, in the year of our Lord one Thousand Eight Hundred and Ninety Six.

Be it remembered that hereofore to-wit, on the 5th day of June A. D. 1896, Henry Bristley as next friend of Maude Hawver filed in the Clerk's office of the said Court of Common Pleas, the following petition against Wm Hawver, to-wit:

Petition
7123

Henry Bristley, as next friend
of Maude Hawver, vs
William Hawver
Court of Common Pleas
Union County, Ohio.

First: The plaintiff alleges that the said Maude Hawver is a minor, that he is her father, that the said Maude Hawver is a bona fide resident of the County of Union and has been a resident of the State of Ohio for the year last past.

Second: That on the second day of February, 1896, at Mansfield, Ohio, she was married to the defendant and has ever since conducted herself toward said defendant as a faithful, chaste and sedate wife.

Third: That the defendant regardless of his marital duties and obligations was guilty of extreme cruelty toward said Maude Hawver, on the 26th day of May, 1896, by threatening to kick her to death, so that she was apprehensive that he would do so, and by calling her vulgar names, and accusing her of being unchaste, in the presence of other persons, and on the 29th day of May, 1896, by threatening to split her head open with an ax, and by striking her with an heavy stick of stone wood, and by again calling her foul names and accusing her of being unchaste in the presence of other persons.

The said defendant has been guilty of habitual drunkenness ever since his said marriage to the said Maude Hawver, that on the said 29th day of May the said defendant broke up the furniture of the said Maude Hawver and threw a part of it out of doors.

That the said defendant ever since said marriage has refused to work and has wholly failed and refused to support the said Maude Hawver, and that on the said 29th day of May he deserted her and has ever since lived apart from her.

The plaintiff therefore prays that said marriage between the said Maude Hawver and the defendant may be dissolved, and that she may be divorced from him and that she may be restored to her maiden name and for such other relief as equity may require.

James E. Robinson
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

Henry Bristley being sworn says that the facts stated and the allegations made in the foregoing petition are true as he verily believes.
Henry Bristley.

Receipts.

Summons.

Sheriff's Return.

Entry.

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Sworn to by Henry Bristley before me and signed in my presence this 3rd day of May, 1896.

Asa B. Robinson
Notary Public

Clerk of the Court:

Caveat.

Issue summons with copy of petition for W^m Hauer in above case directed to the Sheriff of Marion County, and make same returnable according to law.

Asa B. Robinson
Atty. for Plff.

Summons.

On the 20th day of June A.D. 1896, the following summons was issued to the Sheriff of Marion County, to-wit:

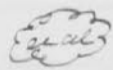
The State of Ohio, Marion County, ss:
To the Sheriff of Marion County:

You are commanded to notify William Hauer that Henry Bristley, as next friend of Maude Hauer has filed in the office of the Clerk of the Court of Common Pleas of Marion County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with neglect of duty and drunkenness, and asking that she be divorced from him, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 29th day of June A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 20th day of June, 1896.



J. H. Hornell Clerk,
By Geo. A. Hornell Deputy.

Sheriff's Return.

Sheriff's Fees	25
Service	25
Copy	18
Mileage	16
Docket	15
Return	12
Postage	05
Total	91

The State of Ohio, Marion County, ss:
Received & Obedt. H. M. on the 22nd day of June A.D. 1896, and on the 25th day of June A.D. 1896, I served the same by delivering a true copy of this writ together with a true copy of the petition in the above entitled case to William Hauer personally.

J. T. Shaver Sheriff
By J. W. Sigler Deputy.

Entry.

On the 21st day of September A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Henry Bristley as next friend of Maude Hauer
vs
William Hauer

Court of Common Pleas,
Marion County, Ohio.

And now comes the said Maude Hauer by her next friend Henry Bristley, and the defendant having been duly

7/23

served with summons and a copy of the petition herein, the Court find that the allegations thereof are confessed by him to be true.

The Court also find that the said Maud Hanner at the time of filing her petition, had been a resident of the state of Ohio, for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme cruelty toward the said Maud Hanner and by reason thereof she is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Maud Hanner and William Hanner be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the said Maud Hanner do, and she hereby is restored to her maiden name of Maud Bristley.

Geo. E. Robinson
Attorney for Plaintiff.

Attest
J. H. Gosnell
Clerk.

Case continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of January, to-wit: on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 4th day of April A.D. 1896, Carrie A. Harriott filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Wm B. Harriott, to-wit:

Petition
7086

Carrie A. Harriott
vs
William B. Harriott

Court of Common Pleas
Union County, Ohio.

The plaintiff says she has been a resident of the State of Ohio for the year last past, and is now a bona fide resident of said County of Union.

That on the 8th day of May 1885 she was married to the defendant; that the following children were born of said marriage, Wm Gerald Harriott aged 10 years, May Harriott aged 6 years.

That the defendant in violation of his marital duties

Affidavit

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Affidavit
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Plaintiff.

has been guilty of gross neglect of duty toward this plaintiff
through in good faith health and well able to work, and provide
for her wants.

That he has neglected to provide food or clothing for plaintiff
or their said children, and they have been compelled to rely on the
charity of friends for necessaries of life.

This defendant by reason of defendant's fair promises dismissed
a former suit for divorce and consented to live with him.

That the defendant used vile and profane language
towards this plaintiff in the presence of their said children.

Wherefore plaintiff prays that she may be divorced from
the defendant; granted the custody of said children and reasonable
alimony herein and for all proper relief.

By us & us
Attys for Plf.

State of Ohio, Union County, ss:

Carrie A. Harriott being sworn says the facts stated
and allegations contained in the foregoing petition are as she
believes true.

Carrie A. Harriott

Sworn to before me and signed in my presence this 28th
day of April, 1896.

Richard L. Cameron
Notary Public.

Seal

Affidavit

On the 4th day of April A.D. 1896, the following Affidavit for
publication was filed by the Clerk of this Court, to-wit:

Carrie A. Harriott vs
William B. Harriott
Court of Common Pleas
Union County, Ohio.

7086

State of Ohio, Union County, ss:

Carrie A. Harriott being first duly sworn says that service of
summons can not be made in this State on the defendant William
B. Harriott.

That the residence of William B. Harriott is unknown, and can
not with reasonable diligence be ascertained.

Carrie A. Harriott.

Sworn to before me and signed in my presence this
28th day of March 1896.

Richard L. Cameron
Notary Public.

Seal

Affidavit
of Printer.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the
annexed Notice was published for 6 consecutive weeks in "The Marysville
Tribune," a newspaper of general circulation in the County of Union,
the first publication beginning with April 8th, 1896.

H. O. Shearer.

Sworn to and subscribed before me, this 11th day of September 1896.

J. K. Gosnell Clerk.

Printers Fees, \$ 4⁰⁰.

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Divorce Notice
7086

Carrie A. Harriott
vs
William B. Harriott

Court of Common Pleas,
Union County, Ohio.

William B. Harriott, residence unknown, will take notice that on the 30th day of March, 1896, the undersigned filed her petition in the Court of Common Pleas, Union County, Ohio, being case No. 7086, praying a divorce from said William B. Harriott, on the ground of "gross neglect of duty," and for alimony to be charged on defendant's real estate, and that said cause will be for hearing on and after the 12th day of May, 1896.

Carrie A. Harriott

April 8th 1896.

On the 12th day of September A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Entry
7089

Carrie A. Harriott
vs
William B. Harriott

Court of Common Pleas
Union County, Ohio.

And now comes the said plaintiff by Ayres & Ayres Attorneys, and the defendant having been legally served and summoned by publication, the Court find that the allegations thereof are confessed by him to be true.

The Court also find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of Gross neglect of duty, and by reason thereof she is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Carrie A. Harriott and William B. Harriott be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children, to-wit: Gerald Harriott and Lany Harriott of the said parties hereto be, until the further order, confided to the said Carrie A. Harriott, and the said Wm B. Harriott may visit the said children at proper intervals.

It is further considered by the Court that the said Carrie A. Harriott pay the costs of this prosecution.

Ayres & Ayres
Attys. for Plff.

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J. M. Gosnell
Clerk.

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Case continued and held at the Court House in
Marysville, within and for the County of Union, in the Sixth
Judicial District of the Court of Common Pleas of the State of
Ohio, before the Honorable John A. Price, Judge of said Court, of
the Term of September, 1896, on the 25th day of September in
the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 25th day of
July, A.D. 1896, Licurgus R. Livingston filed in the Clerk's Office of
the said Court of Common Pleas, the following petition against
Mary R. Livingston, to-wit:

Petition Licurgus R. Livingston vs Mary R. Livingston
7157 Court of Common Pleas,
Union County, Ohio.

First: The plaintiff says, that he has been a
resident of the State of Ohio, for the year last past, and is
at present a bona fide resident of the County of Union.

Second: That on the day of October, 1878, at the City of
Marion in said State, he was married to the defendant, and
has ever since said date conducted himself toward said defen-
dant as a faithful and dutiful husband.

Third: That the defendant disregarding her duties as a
wife, on the 2nd day of July, 1889, willfully deserted the plaintiff,
and for more than three years last past has been willfully
absent from him without a reasonable or just cause.

The plaintiff therefore prays that he may be divorced
from said defendant and for such other relief as equity
may require.

Janus B. Robinson
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

Licurgus R. Livingston, being sworn says that the facts
stated and the allegations made in the foregoing petition are true.

Licurgus R. Livingston.

Sworn to before me and subscribed in my presence, this 25th
day of July, 1896.

J. M. Sanders
Notary Public.

Receipts. To the Clerk of the Court:

Issue a summons directed to the Sheriff of
Union County, for Mary R. Livingston, defendant in the above case,
and make same returnable according to law.

Janus B. Robinson
Attorney for Plff.

Summons.

On the 25th day of July A.D. 1896, the following summons
was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County:

You are commanded to notify Mary R. Livingston that
Licurgus R. Livingston has filed in the office of the Clerk of the

Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her), charging her with wilful absence, and asking that she be divorced from her, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 3rd day of August, A. D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 25th day of July 1896.
 J. M. Gosnell Clerk
 By Geo. D. Gosnell Deputy.

Seal

Sheriff's Return.

Sheriff's Fee.	25
Service	50
Copy	15
Mileage	16
Return	25
Total	\$1.06

The State of Ohio, Union County, ss:

Received 2 o'clock P. M. on the 27th day of July A. D. 1896, and on the 28th day of July A. D. 1896, I served the same by handing a true copy thereof of this writ with the endorsement thereon, together with a copy of the petition to Mary M. Livingston personally.

Wm. S. Snodgrass, Sheriff.

Entry 7157

On the 17th day of September, A. D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Licurgus R. Livingston vs. Mary M. Livingston
 Court of Common Pleas Union County, Ohio.

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find her in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by her to be true.

That the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of wilful absence and desertion without a cause for the three years previous to the filing of the said petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Licurgus R. Livingston and Mary M. Livingston be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

attest,
 J. M. Gosnell,

Clerk.

James C. Robinson
 Attorney for Plaintiff.

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Please continued and held at the Court House in
Marysville, within and for the County of Union, in the South
Judicial District of the Court of Common Pleas of the State of Ohio,
before the Honorable John A. Price, Judge of said Court, of the Term
of September, to-wit: On the 7th day of September in the year of our
Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 5th day of October A. D. 1896,
Wm King filed in the Clerk's Office of the said Court of Common
Pleas, the following petition against Elizabeth Drake et al, to-wit:

Petition
7221

vs
Elizabeth Drake,
James Drake &
Drake Bros.

Court of Common Pleas,
Union County, Ohio.

Wm King the above named plaintiff says that there
is due to him from Elizabeth Drake, James Drake and Drake Bros.
defendants, on two promissory notes made by the defendants, dated the
28th day of February, A. D. 1896, which notes with the warrants of attorney
thereto annexed, are hereby attached, marked Exhibit "A" and "B" and made
a part of this petition, the sum of Two Hundred Dollars, with inter-
est on \$100⁰⁰ at eight per cent per annum, from the 28th day of
June, A. D. 1896; and eight per cent per annum on \$100⁰⁰ from the
28th day of September, 1896.

The plaintiff further says that he is the legal owner and
holder of said notes, that the said sum is due and unpaid, whereupon
the plaintiff asks judgment against said defendants for the sum of
Two Hundred Dollars, with interest at eight per cent from September
28th 1896, on \$100⁰⁰ and interest on \$100⁰⁰ from the 28th day of June A. D. 1896
at eight per cent per annum, and costs of suit.

John M. Brodrick, Atty. for Plff.

Exhibit "A"

\$100⁰⁰

Marysville, Ohio, Feb. 28th 1896.

Four months after date, as principal debtors, we jointly and
severally promise to pay to Wm King or order at The Farmers Bank,
Marysville, Ohio, One Hundred Dollars for value received, and we
hereby dispense with the demand of payment of this note, and author-
ize any attorney at law to appear for us or either of us at any
time after the same shall become due, in any Court of record
in the State of Ohio, or elsewhere, and waive the issuing and
service of process and confess judgment against us,
or either of us, in favor of the holder or holders of this note, for
the amount of said note with eight per cent interest payable
annually after the same shall become due, together with costs of
suits, and release all errors and waive all right of appeal in
this behalf.

Witness our hands and seals this 28th day of February,
A. D. 1896.

Witness, Wm King.

Elizabeth Drake,
James Drake,
Drake Bros.

Seal
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"Exhibit B."

\$100⁰⁰

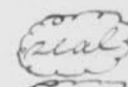
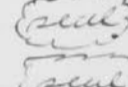
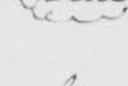
Mansfield Ohio, Feb. 28th 1896.

Seven months after date, as principal debtors, we jointly and severally promise to pay to Cth King or order, at the Farmers Bank, Mansfield, Ohio, One Hundred Dollars, for value received;

And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us or either of us, at any time after the same shall become due, in any Court of record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with eight per cent interest payable annually after the same shall become due, together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals 28th day of February, 1896.

Witness W^m King

Elizabeth^{thor} Drake, 
James^{thor} Drake, 
Drake Bros. 

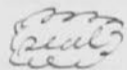
The State of Ohio, Union County, ss:

John W. Brodrick, the duly authorized attorney for the above named plaintiff, being duly sworn, says that he believes the statements in the foregoing petition to be true.

He further says that this action is founded upon two written instruments for the payment of money, which written instruments are now in affiant's possession.

John W. Brodrick.

Sworn to before me and signed in my presence this 6th day of October, A. D. 1896.



J. N. Yonell
Clerk of Court

Answer 7221

W^m King
vs

Court of Common Pleas,
Union County, Ohio.

Elizabeth Drake et al

And now come Elizabeth Drake, James Drake and Drake Bros, the above named defendants, by the undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the notes described in plaintiffs petition and against the above named defendants, for the sum of Two Hundred and Sixty Two Dollars and Thirty Two cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

October 6th 1896.

John L. Porter
Attorney for Defendant.

Entry 7221

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Petition 7162

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Entry
7221

Wm King

vs

Elizabeth Drake et al

Court of Common Pleas,

Union County, Ohio.

This day came the plaintiff by John O. Broadrick, his Attorney, and thereupon came John L. Porter one of the attorneys of Record of this Court, who by virtue of two warrants of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendants herein, and by virtue of the same warrants of Attorney, confessed that there is due from said defendants to said plaintiff as is alleged in said plaintiff's petition, the sum of \$202³².

It is therefore considered that said plaintiff do recover from said defendants said sum of \$202³² or as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per cent per annum.

And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest,

J. M. Gosnell,
Clerk.



Please continued and held at the Court House in Mansfield, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John D. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 31st day of July, A.D. 1896, Sattie O. Fielding filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Henry Fielding to-wit:

Petition
7162

Sattie O. Fielding

vs

Henry Fielding

Court of Common Pleas,

Union County, Ohio.

The plaintiff alleges that on the 14th day of January A.D. 1891, at Delaware, Ohio, she was married to the defendant, and has resided in the County of Union almost ever since, and has resided in said County of Union for more than one year last past; and has also conducted herself toward the defendant as a faithful, chaste and obedient wife.

Second - The plaintiff further represents that said defendant, regardless of his marital duties and obligations as a husband has for more than two years last past, been guilty of gross neglect of duty toward the plaintiff in this to-wit: he has failed to provide for plaintiff

and her child and she has been compelled to call upon her parents for support, and during sickness was compelled to call for the aid of her parents.

Further, that said defendant soon after said marriage commenced the excessive use of intoxicating liquors, and has during the whole time for three years last past been an habitual drunkard.

Third: There is one child as the issue of said marriage: Maggie Fielding, aged four years.

The plaintiff therefore prays that she may be divorced from said defendant, and that she may be given the custody of said child, and for such other relief as equity may require.

F. A. Thompson
Atty. for Plff.

State of Ohio, Union County, ss:

Sattie M. Fielding, makes oath and says that the statements herein contained in the foregoing petition are true as she verily believes.

Sattie M. Fielding.

Sworn to and subscribed before me this 20th day of June A. D. 1896.

R. W. Corry
Notary Public.

To Clerk:

Issue summons to the defendant by Sheriff of Delaware County, Ohio, returnable according to law.

F. A. Thompson
Atty. for Plff.

Receipt

Summons

On the 31st day of July A. D. 1896, the following summons was issued to the Sheriff of Delaware County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of Delaware County:

You are commanded to notify Henry Fielding that Sattie M. Fielding has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect and drunkenness, and asking that she be divorced from him, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and sit over for one and after the service of this writ.

You will make due return of this summons on the 10th day of August A. D. 1896.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 31st day of July A. D. 1896.

J. H. Gosnell Clerk
By J. W. D. Gosnell Deputy.

Sheriff's Return

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Entry
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	Return	25
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	Total	\$1 48

The State of Ohio, Union County, ss:
 Received & clock A. M. on the 1st day of August A. D. 1896, and on the 4th day of August A. D. 1896, I served the same by delivering to the within named defendant, Henry Fielding personally, a true copy thereof together with a certified copy of the Petition.

Stephen P. Small Sheriff.
 By John D. Griffith Deputy.

Entry
 7162

On the 22nd day of September A. D. 1896, the following Entry was filed by the Clerk of this Court to wit:
 Sallie W. Fielding
 vs
 Henry Fielding
 Court of Common Pleas,
 Union County, Ohio.

This cause came on to be heard upon the petition, and the evidence, and was submitted to the Court: on consideration whereof the Court finds that said parties were married as set forth in said petition, and that the allegations as set forth in the petition are true.

It is therefore considered by the Court that the marriage relation heretofore existing between said parties be, and the same hereby is set aside and wholly annulled, and the parties released from the obligation of the same, and that plaintiff have control of the child, and that plaintiff pay costs in the action.

F. A. Thompson
 Attorney for Plaintiff.

Attest.
 J. M. Korneel
 Clerk.



Please continued and held at the Court House in Marysville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, Term, on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety six.

As it remembered that heretofore to-wit, on the 8th day of Sept: A.D. 1896, The Union Banking Company filed in the Clerk's Office of the said Court of Common Pleas, the following petition against

Shaddens Wood et al, to-wit:

Petition
7194

The Union Banking Company, | Court of Common Pleas,
vs | Union County, Ohio.
Shaddens Wood et al, et al, |

The plaintiff says that it is a corporation duly incorporated under the laws of the State of Ohio, and doing a general Banking business at Marysville, Union County, Ohio.

This its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

§ 2252

Marysville Ohio, February 8th 1896.

Ninety days after date, for value received, we or either of us promise to pay to The Union Banking Company or order at the Banking House of said Company at Marysville, Ohio, Two Hundred and Twenty Five Dollars with interest at 8 per cent after maturity.

And we hereby authorize any Attorney at law to appear for us or either of us in an action on the above note, at any time after the same becomes due, in any Court of record in or of the State of Ohio, waive the issuing and service of process against us or either of us, and confess judgment in favor of the said Union Banking Company against us or either of us for the amount that may be due thereon, with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals, this day of A.D. 1896
Shaddens Wood
John A. Wood.

There is due the plaintiff from the defendants on said note the sum of One Hundred and Ninety Two & 6/100 Dollars which it claims with interest from the 7th day of September A.D. 1896, at 8 per cent per annum, and for which with costs of suit, it asks judgment against the defendants.

J. H. Kinkade
Attorney for Plaintiff

The State of Ohio, Union County, ss:

J. H. Kinkade being sworn, says that the plaintiff is a Corporation; that he is attorney for plaintiff, and this suit is for money only, founded upon a note now in his possession, and that the facts stated and allegations in said petition are as apparent belings true - J. H. Kinkade.

Answer
7194

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Sworn to before me, and signed in my presence, this 7th day of September A.D. 1896.

J. M. Gosnell Clerk
By J. W. A. Gosnell Deputy.

Answer
7194

The Union Banking Company
vs
Shaddens Wood & John H. Wood
Court of Common Pleas,
Union County, Ohio.

The defendants Shaddens Wood and John Wood by J. E. Griffith Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the writ and on in this suit, and which writ with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come a waive the issuing and service of process in this action, and hereby enter their appearance herein, and said defendants by J. E. Griffith said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred Ninety two & 69/100 Dollars, bearing interest at 8 per cent per annum, and that therefore, for that sum, with interest from Sept. 7th 1896, at 8 per cent per annum and accruing costs they confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

J. E. Griffith
Atty. for Defs.

Entry
7194

The Union Banking Company.
vs
Shaddens Wood & John H. Wood
Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by J. H. Hinckade, Attorney, and filed its petition against the defendants, and thereupon J. E. Griffith an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff on said indebtedness, the sum of One Hundred Ninety Two & 69/100 Dollars, bearing interest at 8 per cent per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said The Union Banking Company plaintiff do recover of said Shaddens Wood and John H. Wood defendants the sum of One

Hundred Ninety Two & 67/100 Dollars, so confessed as aforesaid, with interest from September 8th 1896, at 8 per cent. per annum, and also costs in its behalf expended taxed to \$4.85, and by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions and writs of error therein, are by said defendant waived and released.

Attest.
J. M. Gurnee
Clerk.

Please continued and held at the Court House in Wrayville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the sum of September, 1896: on the 7th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 4th day of March, A. D. 1896, Mary Elizabeth Griffin filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Lawrence Griffin, to-wit:

Petition
7074

Mary Elizabeth Griffin vs Lawrence Griffin
Court of Common Pleas
Union County, Ohio.

Plaintiff has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union.

On or about the 11th day of November, 1881, at Buchtel, Athens County, Ohio, she was married to defendant.

The following children were born of said marriage, to-wit: Lula May Griffin, aged 13 years; Orley Lee Griffin, aged 9 years; Amy Alice Griffin, aged 6 years; and Zula Griffin, aged 3 years.

On the 19th or 20th day of January, 1896, at No. 28, La Fayette Street, Columbus, Ohio, Franklin County, Ohio, the defendant committed adultery with a certain woman whose name is not known to plaintiff.

Also at various times between about the 1st of December, 1895, and January 15th 1896, he was guilty of adultery with one Kate Weeks at Trimble, Athens County, Ohio.

Said defendant has habitually been guilty of extreme cruelty in, that he calls plaintiff all sorts of vile names, and that before their children.

Said plaintiff and defendant are owners of the real estate described as follows:

Situate in Jerome Township, Union County, Ohio; Beginning at a stone in the center of Sugar Run Road; thence southerly with said road 30 rods and 10 feet to a stone also in the center of said road; thence in a northerly direction 25 rods and 6 1/2 feet to a stone,

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corner to J. C. & D. McCune; thence northward with their line 44 rods and 10 1/2 feet to a stone in said line; thence in an easterly direction 22 rods and 7 1/2 feet to the beginning, containing 5 3/4 acres more or less and being part of Survey No. 5133.

Also personal property as follows: One horse, one buggy, buggy harness, two cows and one heifer, three hogs, and chickens and the various household furniture necessary for the use of the family.

Wherefore plaintiff prays that she may be decreed such property, and that said defendant be enjoined from disposing of same or in any manner encumbering same.

And she further prays that she may be divorced from said defendant, that she may be decreed reasonable alimony, the custody of said children and such other relief as is proper.

Howard C. Black and
J. M. Brodrick
Attorneys for Plaintiff.

State of Ohio, Madison County, ss:

Mary C. Griffin, being duly sworn says that she is plaintiff herein, and that the facts and allegations set forth in the foregoing petition are true as she verily believes.

Mary C. Griffin

Sworn to before me and subscribed in my presence this 4th day of March, 1896.

J. L. Black
Notary Public.

Seal

Clerk:

Receipt

Issue Summons and copy of petition with order of Injunction for defendant, to Sheriff of Madison County, Ohio, returnable according to law. endorse: Action for divorce and alimony and equitable relief.

Howard C. Black and
J. M. Brodrick
Attorneys for Plaintiff.

Order of Injunction

On the 5th day of March A.D. 1896, the following Order of Injunction was filed by the Clerk of this Court, to-wit:

Mary Elizabeth Griffin
Plaintiff

Before the Probate Court and Judge.
Motion for temporary Injunction in the
Court of Common Pleas,
Madison County, Ohio.

7074

vs
Lawrence Griffin
Defendant.

And now on this 5th day of March, 1896, came the plaintiff, by John M. Brodrick, one of her Attorneys; and it being made to appear that there is at this time no Common Pleas Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the Affidavit herewith filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and

the same hereby is, allowed in this case to restrain the said defendant from disposing of the real estate in the petition described, or in any manner encumbering the same, as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed "injunction allowed," without bond.

James M. Campbell, Probate Judge

The State of Ohio, Union County, ss.

I, James M. Campbell, sole Judge and ex-officio Clerk of the Probate Court, within and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original Order of Injunction now on file in said Probate Court in the cause.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Mansville, Ohio, this 6th day of March, 1896.

Seal

James M. Campbell
Judge and ex-officio Clerk.

On the 7th day of March A.D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

Summons

The State of Ohio, Union County, ss:

To the Sheriff of Union County:

You are commanded to notify Lawrence Griffin that Mary E. Griffin has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with adultery and extreme cruelty, and asking that she be divorced from him, and that she be allowed alimony and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 17th day of March, A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville this 7th day of March A.D. 1896.

Seal

J. N. Gosnell Clerk

Sheriff's Return

Sheriff's Fee	\$	50
Service		15
Copy		18
mileage	3	84
Return		25
Total	4	74

The State of Ohio,
Union County, ss:

Received at 8 o'clock A. M. on the 7th day of March A.D. 1896, and on the 7th day of March A.D. 1896, I found the same by leaving a true copy thereof of this writ with the undersigned at the usual place of residence of Lawrence Griffin.

Wm. Snodgrass
Sheriff.

Order of Injunction.

Injunction. The s...

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Entry 7074

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Order of Injunction.

On the 7th day of March A.D. 1896, the following Order of Injunction was issued to the Sheriff of Union County, to-wit:
The State of Ohio,
Union County, ss: } Court of Common Pleas of said County.

Mary Elizabeth Griffin
vs
Lawrence Griffin | To the said defendant
Lawrence Griffin.

7074

By an order of this Court made this 5th day of March, 1896, as appears by the journal of said Court, you are enjoined from either disposing of the real estate in the petition described or in any manner encumbering the same until the further order of the Court.

Witness my signature and the seal of said Court,
this 7th day of March A.D. 1896.

J. H. Cornwell Clerk.

Sheriff's Return

Sheriff's Fee	\$	cts
Service		25
Copy	15	
Mileage	1	60
Return		25
Total	2	25

The State of Ohio, Union County, ss:

Received this writ March 7th, 1896, and served the same by leaving a copy of this writ with the endorsements thereon at the usual place of residence of Lawrence Griffin on the 7th day of March, 1896.

Wm. V. Swadgrass, Sheriff.

Entry 7074

On the 8th day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Mary Elizabeth Griffin
vs
Lawrence Griffin | Court of Common Pleas,
Union County, Ohio.

This cause came on this day to be heard on the petition and the evidence, and on consideration thereof, the Court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of adultery and extreme cruelty as stated in said petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary Elizabeth Griffin and Lawrence Griffin be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said Mary Elizabeth Griffin exclusively.

And the said defendant Lawrence Griffin is hereby enjoined from interfering in any manner with either of said children, or with the plaintiff in her custody of them.

It is hereby ordered that the defendant have the privilege of visiting said children at all reasonable times until further order of the Court.

It is further ordered and adjudged that the said plaintiff have and possess as and for her alimony all the property real and personal as set up and described in her said petition.

It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended, and execution is awarded therefor.

Howard E. Black & Brodick
Attorneys for Plaintiff.

Attest,
J. N. Gomer
Clerk.

Case continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of Sept. 10-11: on the 7th day of Sept. in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that on the 8th day of September A. D. 1896, Chas. W. Lauster filed in the Clerk's office of the said Court of Common Pleas, the following petition against J. W. Myers, to-wit:

Petition
7204

Chas. W. Lauster
vs
J. W. Myers
Court of Common Pleas,
Union County, Ohio.

The defendant on the 7th day of Feb. A. D. 1896, executed and delivered to the plaintiff Chas. W. Lauster his promissory note of that date, with the warrant of Attorney annexed, true copies of which warrant and note, with all the endorsements thereon, are hereto attached, marked "Exhibit A," and made part of this petition.

"Exhibit A,"

\$ 200.00

Defiance, Feb. 7, 1896.

Six months after date for value received, I promise to pay to Chas. W. Lauster, Two Hundred Dollars, with interest at the rate of 8 per cent per annum, at First National Bank, and I hereby authorize any attorney at law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confer a judgment against me in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

Said note is unpaid, and there is now due the plaintiff on said note the sum of two hundred dollars with interest at the rate of eight per cent per annum, from the 7th day of February A. D. 1896.

J. W. Myers
(seal)

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Answer.
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Therefore plaintiff pray judgment against said defendant for the sum of Two Hundred dollars with interest thereon from the 1st day of February A. D. 1896, at the rate of Eight per cent. per annum till paid, and for costs of suit.

Hubbard and Hookman
Attorneys for Plaintiff.

The State of Ohio, Logan County, ss.

J. H. Hookman being sworn, says that he is one of the attorneys of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

J. H. Hookman.

Sworn to by said J. H. Hookman before me, and by him signed in my presence this 8th day of September A. D. 1896.

R. F. Tremain
Clerk of Court.

The State of Ohio, Logan County, ss.

Answer.
7204

Chas. W. Lanster
vs
J. W. Myers
Court of Common Pleas,
Union County, Ohio.

By virtue of the Warrant of Attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several Courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendant, on said note for the sum of Two Hundred and Nine dollars and thirty three cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed, and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

James A. Odor
Attorney for Defendant.

Entry
7204

Chas. W. Lanster
vs
J. W. Myers
Court of Common Pleas
Union County, Ohio.

This day came the plaintiff, by his attorneys, also appeared in open Court, for and on behalf of said defendant, James A. Odor an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant; entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Two Hundred and Nine Dollars and thirty three cents, being the amount of the principal and interest due on

said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendant the sum of Four Hundred & Nine dollars and thirty three cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 7th day of Feby. A.D. 1896, and also his costs herein expended, taxed at \$4.75

Attest

J. N. Russell

Clerk.

Case continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that on the 6th day of October A.D. 1896, Charles Braun filed in the Clerk's office of the said Court of Common Pleas, the following petition against Carl Allgower, to-wit:

Petition
7220

Charles Braun
vs
Carl Allgower

Court of Common Pleas,
Union County, Ohio.

Answer
7220

Charles
Carl

Charles Braun the above named plaintiff says that there is due to him from Carl Allgower defendant, on a promissory note made by the defendant, dated the first day of October A.D. 1896, which note with the warrant of Attorney thereto annexed, is hereby attached, marked "Exhibit A," and made a part of this petition, the sum of Four Hundred and Ninety Nine and 57/100 Dollars, with interest thereon at eight per cent. per annum, from the 1st day of October, A.D. 1896.

The plaintiff further says that he is the legal owner and holder of said note, that the said sum is due and not paid, except Forty Five Dollars paid October 5th, 1896.

Whereupon the plaintiff asks judgment against said defendant for the sum of Four Hundred and Ninety Nine Dollars and Fifty Five cents, with interest at eight per cent. per annum from the 1st day of October A.D. 1896, and costs of suit.

John H. Brodrick

Attorney for Plaintiff
Marysville, Ohio, October 12th 1896.

Entry
7220

Charles
Carl
Attorney

"Exhibit A"

\$499.57

One day after date for value received we jointly and severally promise to pay to Charles Braun or order at The Farmers Bank

Waysville, Ohio, Four Hundred and Ninety Nine and ⁰⁹/₁₀₀ Dollars with interest from date at the rate of eight per cent per annum, payable annually.

And I do hereby authorize any attorney at law to appear for me in an action on the above note, at any time after the said note becomes due, in any Court of record in or of the State of Ohio, to waive the issuing and service of process against me, and confess a judgment in favor of the legal holder of the above against me for the amount that may then be due thereon, with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment aforesaid.

Carl Allgower

The State of Ohio, Union County, ss:

John W. Brodrick the duly authorized attorney of Charles Braun the above named plaintiff being duly sworn, says that he believes the statements in the foregoing petition to be true.

Affiant further says that this action is upon a written instrument for the payment of money, which written instrument is now in affiant's possession.

John W. Brodrick.

Sworn to before me and signed in my presence this 6th day of October, A.D. 1896.

Seal

J. H. Gosnell Clerk.

Answer
7220

Charles Braun
vs
Carl Allgower

Court of Common Pleas
Union County, Ohio.

And now comes Carl Allgower the above named defendant, by the undersigned his Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendant, for the sum of Four Hundred and Fifty Five Dollars and Nine cents, the amount appearing due for principal and interest on said note, and also consents that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant's right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

October 6th 1896.

John L. Porter
Attorney for defendant.

Entry
7220

Charles Braun
vs
Carl Allgower

Court of Common Pleas,
Union County, Ohio.

This day came the plaintiff by John W. Brodrick his attorney, and thereupon came John L. Porter one of the attorneys of

Record of this Court, who by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said ^{defendant to said} plaintiff as is alleged in said petition the sum of \$465⁰⁰.

It is therefore considered that said plaintiff do recover from said defendant the said sum of \$455⁰⁰ or as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per cent per annum.

And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest,
J. N. Hornell
Clerk.

Case continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 1st day of September in the year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 16th day of July A.D. 1896, William Cody filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Richard H. Cody, to-wit:

Petition
7146

William Cody
vs
Richard H. Cody
Court of Common Pleas
Union County, Ohio.

The plaintiff says: that prior to the month of July, 1888, John Cody the father of plaintiff and defendant, died intestate leaving several children, and some real estate, in said County of Union.

After the death of said John Cody his son Michael Cody filed in the Court of Common Pleas of said County, his petition asking partition of said lands, to which proceeding the plaintiff and defendant, and the other children of John Cody were made parties defendant.

After said action was brought, and while it was pending to-wit: on the 5th day of July, 1888, the plaintiff bought said defendant's interest in said land; and on said date the defendant executed and delivered to the plaintiff a deed of quit claim for all his interest in said land;

which record and a description of the same to the children of said Sheriff the grand plaintiff \$170.7 years past he did a man to do execute would execute April the 20th being Lot A with it of land thence of said of the by David contains Michael John with a willing Richard request wife etc Richard secured conveyed H. Cody

which deed is recorded in Book 50, on page 476, of the records of said County of Union.

Afterwards said lands were brought to sale in partition and the plaintiff bid for and purchased the lands hereinafter described for a consideration of \$7097.50, and the sale being confirmed, the Sheriff of said County executed and delivered to the plaintiff a deed for the lands so by him purchased.

The Sheriff also drew a mortgage to secure the other children of John Cody their portion of the deferred payments of said lands, and in making said mortgage deed the Sheriff included the defendant Richard H. Gray as one of the grantees of said mortgage and recited the fact that the plaintiff had executed to said Richard H. Gray two notes of \$170.73 each, one due in one year and the other due in two years with interest, and made the payment of the same a part of the condition of defeasance in said mortgage.

When the plaintiff came to execute said mortgage he discovered the mistake and wanted the Sheriff to draw a new mortgage, but the Sheriff told plaintiff all he had to do was to sign the notes for the other heirs and not execute any notes to the said Richard H. Gray, and he would be all right; plaintiff acted upon this suggestion and executed said mortgage which is dated on the 2nd day of April 1889, and recorded in Book 27, on page 534, and 535 of the mortgage record of said County of Union.

The lands described in said mortgage are as follows: Situate in the County of Union, and State of Ohio, being part of Survey No. 2355, all of Lots Nos. 1-2 and part of Lot No. 3, beginning at the N.W. Corner of Lot No. 1; thence with the west line of said Survey N. 9. W. $111\frac{1}{2}$ poles to the corner of lands owned by Jacob Easterday (now by Michael Cody); thence with his line N. 81, E. 156 poles to a stake in the east line of said Survey, in the middle of the road; thence with the middle of the road S. 93, E. $111\frac{1}{2}$ poles to the corner of lot No. 1, formerly owned by David Dyal; thence with his line S. 81, W. 156 poles to the beginning containing 130 acres, excepting 20 acres conveyed by John Cody to Michael Cody, leaving 110 acres.

The plaintiff says that he has fully paid all the heirs of John Cody and all the terms of said mortgage have been complied with, and all the mortgages, except said Richard H. Cody are willing and desirous of canceling said mortgage; but the said Richard H. Cody refuses to cancel said mortgage, though often requested so to do, and said mortgage is a cloud upon the plaintiff's title to said lands.

The plaintiff says that it was a mistake in putting said Richard H. Cody's name in said mortgage, as he had already secured his pay for his interest in said lands and had conveyed the same to plaintiff.

The plaintiff therefore prays the Court that said Richard H. Cody may be ordered to cancel said mortgage, and in default

that the decree of this Court operate as such conveyance, and that the court will order the Clerk to cancel said mortgage and for all such other and further relief as may be just.

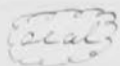
Cameron & Cameron
Attorney for Plaintiff

The State of Ohio, Union County, ss:

William Gody being first sworn says the facts stated in his foregoing petition are true as he believes.

William Gody.

Sworn to before me and signed in my presence this 15th day of July, 1896.



J. N. Gosnell Clerk.

Summons. On the 15th day of July A. D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

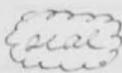
The State of Ohio, Union County,

To the Sheriff of said County:

You are hereby commanded to notify Richard A. Gody that he has been sued by William Gody in the Court of Common Pleas of Union County, and must answer by the 15th day of August A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 27th day of July, A. D. 1896.

Witness my hand and the seal of said Court, this 15th day of July A. D. 1896.



J. N. Gosnell Clerk
By J. A. Gosnell Deputy.

Sheriff's Return

Sheriff's Fee	25
Service & Return	50
Mileage	16
Copy	14
Total	81

The State of Ohio, Union County, ss:

Received this writ July 16th A. D. 1896, at 11 O'clock A. M. and served same by handing a true copy of this writ with the endorsements thereon to Richard Gody personally on the 20th day of July, 1896.

Wm. S. Woodgrass Sheriff.

Entry 7/14/96

On the 8th day of September A. D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

William Gody
vs
Richard Gody
Court of Common Pleas
Union County, Ohio.

This day came the plaintiff and his attorney, and the defendant being still in default for demurrer or answer to the petition.

This cause was submitted to the Court upon the petition and the evidence.

On consideration whereof the Court being fully advised in the premises finds that the facts stated and allegations made in the plaintiffs petition are true, and that the plaintiff is entitled to the relief prayed for in his petition.

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It is therefore considered, ordered and decreed by the Court that the mortgage in the petition described be, and the same is hereby cancelled and held for naught, and the Clerk of this Court is ordered directed to enter a cancellation of said mortgage on the record thereof in the Records office, and the said Richard H. Goad is forever and perpetually enjoined from making any claims upon the lands described in the petition by reason of said mortgage, and as against the same the plaintiffs title is hereby quieted.

The costs of this case are assigned against the plaintiff and execution awarded therefor.

Attest
J. M. Hosnell
Clerk.



Please continued and held at the Court House in Mansfield, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, 1896, on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 19th day of June, A.D. 1896, Martha V. Smith filed in the Clerks Office of the said Court of Common Pleas, the following Petition against Marion R. Smith, to-wit:

Petition Martha V. Smith vs Marion R. Smith
7135
Court of Common Pleas,
Union County, Ohio.

The plaintiff says she has been a resident of the State of Ohio, for more than one year last past, and is now a bona fide resident of said County of Union.

That on the 29th day of May 1892, in the said County of Union she was married to the defendant, and she has ever since conducted herself toward the said defendant as a faithful and loving and obedient wife.

The plaintiff disregarding his duties as a husband, has been guilty of gross neglect of duty toward plaintiff, to-wit: defendant after her said marriage with defendant has furnished her with no clothing whatsoever, except one dress, and she plaintiff was compelled to furnish her own clothing by her own labor, that plaintiff was compelled to work out as a hired girl since her marriage to clothe and maintain herself.

That she has largely and almost entirely furnished their table with provisions, herself and from her own labor

and earnings &c.

The defendant has also been guilty of extreme cruelty toward the plaintiff; that she has been violently pushed and shoved by him, and he would violently and in anger thrust her away or that the pain would be great, and he has called plaintiff abusive and cruel names, and apply to her cruel and abusive epithets such as - you H-d-d-d old whoring bitch &c, and all this without any cause or provocation on her part.

Plaintiff says that defendant has and owns with plaintiff the following personal property to-wit; two head of horses, four and eleven pigs, one half of seventeen acres of growing corn, Corn in crib, one top buggy, and farming utensils.

This property defendant has threatened to and is threatening to sell and dispose of in order to prevent plaintiff from reaching or taking any of it as alimony &c. although it was acquired by their joint earnings; and plaintiff charges that defendant will so dispose of the same unless restrained from so doing by order of Court.

There are no children as issue of said marriage; the plaintiff's maiden name was Martha V. M. Mahan.

The plaintiff therefore prays that she may be divorced from the defendant; that said marriage contract be set aside and annulled; that she be allowed reasonable alimony, either in and from the personal property above described or part thereof, or by decreeing to her such sum in money or both as the Court may deem just and equitable, that plaintiff be restored to her maiden name of Miss Martha V. M. Mahan, and that she may be allowed an injunction and restraining order, enjoining the defendant selling, removing, or disposing of or encumbering said personal property, and every part thereof until the final hearing of this cause. And that she may have such other and further relief as she may be entitled to either in law or equity, because of the facts herein above stated.

Postor & Postor
Atty. for Plff.

The plaintiff Martha V. Smith being sworn makes oath that the facts stated in the foregoing petition are true.

Martha V. Smith

Sworn to by Martha V. Smith before me, and signed by her in my presence this 19th day of June, 1896.

J. N. Yarnall Clerk of Court.

Clerk:

Issue a summons which together with a copy of this petition delivered to the Sheriff to be served upon the defendant returnable according to law.

Endorse: "Suit for divorce and alimony, and also Injunction allowed."

Postor & Postor Atty. for Plff.

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7135

On the 19th day of June A.D. 1896, the following Injunction
was filed by the Clerk of this Court to-wit:

Martha V. Smith
Plaintiff.

Before the Probate Judge.

vs
Marion R. Smith
Defendant.

Motion for temporary Injunction in the Court
of Common Pleas, Union County, Ohio.

And now, on this 19th day of June, 1896, came
the plaintiff by Porter Porter her attorneys; and it being made
to appear that there is at this time no Common Pleas, Circuit, or
Supreme Judge within said county, the motion of the plaintiff for
a temporary injunction came on and was heard upon the
petition of the plaintiff and the affidavit therewith filed, and after
hearing the argument of counsel, and being fully advised in
the premises, it is considered and ordered that a temporary inj-
unction be, and the same hereby is, allowed in this case to restrain
the said defendant from selling, encumbering or disposing of or dam-
aging the personal property in the petition described, and every
part thereof, until the final hearing of said cause in said Court
of Common Pleas, as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common
Pleas issue summons in this case endorsed injunction allowed
without any undertaking in the premises.

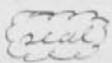
James M. Campbell Probate Judge

Certific-
ate of
Copy.

The State of Ohio, Union County, ss:

I, James M. Campbell sole Judge and ex-officio Clerk of
the Probate Court within and for the aforesaid County and State,
do hereby certify that the foregoing is a true and correct copy
of the original Order of Injunction now on file in said Probate
Court in the cause.

In testimony whereof, I have hereunto set my hand
and affixed the seal of said Court, at Marysville,
Ohio, this 19th day of June 1896.



James M. Campbell
Judge and ex-officio Clerk.

Summons

On the 19th day of June A.D. 1896, the following Summons was
issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of Union County,

You are commanded to notify Marion R. Smith that Martha
V. Smith has filed in the office of the Clerk of the Court of Com-
mon Pleas of Union County, and state of Ohio, a petition (a
true copy of which is herewith delivered to you to be served
on him), charging him with gross neglect of duty and ask-
ing that she be divorced from him, and that she be allowed
Alimony, and for other proper relief

Said petition will stand for hearing during the
term of said Court next ensuing, and six weeks from and
after the service of this writ.

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You will make due return of this summons on the 29th day of June, A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 19th day of June A.D. 1896.
J. N. Gosnell Clerk.

(Seal)

Sheriff's Return

Sheriff's Fee	\$	25
Service		50
Copy		15
Mileage	5	54
Return		25
Total	6	44

State of Ohio, Union County, ss

Received one Delock P. O. on the 19th day of June A.D. 1896, and on the 19th day of June A.D. 1896, I served the same by handing a true copy thereof to this writ with the endorsements thereon together with a copy of the petition to Marion R. Smith personally.
Wm. Swoyers Sheriff.

Entry 7/3 5

On the 10th day of September A.D. 1896, the following entry was filed with the Clerk of this Court to-wit:
Martha V. Smith vs. Marion R. Smith
Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by her attorneys, and the defendant having been duly served with summons and copy of the petition and having failed to appear or to answer or demur to the petition, the Court find the allegations of the petition to be true, and that from the evidence adduced the defendant has been guilty as charged, of gross neglect of duty and extreme cruelty towards the plaintiff, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged and decreed by the Court that the marriage contract heretofore existing between the said Martha V. Smith and Marion R. Smith be, and the same is hereby dissolved and annulled, and both parties released from the obligations of the same.

And it is further ordered and decreed that the plaintiff be, and she is hereby restored to her maiden name of Martha V. McManan.

It is further considered and adjudged that the defendant pay the costs herein made taxed at \$12.00.

Attest

J. N. Gosnell
Clerk.

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the 7th Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that on the 7th day of September A.D. 1896, The Farmers Bank filed in the Clerks Office of the said Court of Common Pleas, the following petition against Joseph Smith et al, to-wit:

Petition 7191

The Farmers Bank vs Joseph Smith, J. M. McElroy, A. D. Elliott and Richard P. Holland

Court of Common Pleas Union County, Ohio.

The Farmers Bank, a corporation duly incorporated under the laws of the state of Ohio; the above named plaintiff says that there is due to it from Joseph Smith, J. M. McElroy, A. D. Elliott and Richard P. Holland the defendants, on a promissory note made by the defendants, dated the 19th day of December A. D. 1895, which note with the warrant of attorney thereto annexed, is hereby attached, marked "Exhibit A," and made a part of this petition, the sum of Three Hundred and Forty Four and 57/100 Dollars, with interest thereon at eight per cent per annum, from the 21st day of March A. D. 1896.

The plaintiff further says that it is the legal owner and holder of said note, that the said sum is due and unpaid except a credit of Forty Dollars of the date of April 18th 1896.

Whereupon the plaintiff asks judgment against said defendants for the sum of Three Hundred and Six Dollars and Sixty Two cents, with interest at eight per cent per annum from the 18th day of April A. D. 1896, and costs of suit.

John M. Brodrick Atty. for Plff.

Marysville, Ohio Dec. 19th 1896

"Exhibit A" \$ 344 55

Ninety days after date as principal debtors, we jointly and severally promise to pay to The Farmers Bank, or order, at its office in Marysville, Three Hundred Forty Four 57/100 Dollars for value received.

And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us, at any time after the same shall become due, in any Court of record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with eight per cent interest payable annually after the same shall become due together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 19th day of Dec. 1895:

Joseph Smith *(seal)*
J. W. McElroy *(seal)*
A. D. Elliott *(seal)*
Richard P. Holland *(seal)*

The State of Ohio, Union County, ss.

John W. Brodrick, the duly authorized attorney for the Farmers Bank the above named plaintiff being duly sworn, says that he believes the statements in the foregoing petition to be true.

He further says that the said plaintiff is a corporation under the laws of the State of Ohio,

John W. Brodrick

Sworn to before me and signed in my presence this 7th day of September A.D. 1896.

(seal)

J. N. Gosnell Clerk.

Answer
7191

The Farmers Bank
vs
Joseph Smith et al

Court of Common Pleas
Union County, Ohio.

And now come Joseph Smith, J. W. McElroy A. D. Elliott and Richard P. Holland the above named defendants, by the undersigned their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendants, for the sum of Three Hundred and Sixteen Dollars and Nine Cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

September 8th 1896.

W. T. Hoopes

Attorney for Defendants.

Entry
7191

The Farmers Bank
vs
Joseph Smith et al

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by John W. Brodrick, its attorney, and thereupon came W. T. Hoopes one of the attorneys of Record of this Court, who by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confessed that there is due from said defendants

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to said plaintiff as is alleged in said plaintiffs petition, the sum of \$316.22.

It is therefore considered that said plaintiff do never from said defendants the said sum of \$316.22 or as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per cent per annum.

And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

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Clerk.

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 7th day of September A. D. 1896, The Union Banking Company filed in the Clerk's Office of the said Court of Common Pleas, the following petition against D. C. Doney et al, to-wit:

Petition
7197

The Union Banking Company | Court of Common Pleas,
vs | Union County, Ohio.
D. C. Doney Ed A. C. Doney

The plaintiff says that it is a corporation duly incorporated under the laws of Ohio, and doing a general Banking business with headquarters at Marysville Union County, Ohio, this its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

\$450⁰⁰ | Marysville, Ohio, January 1st 1896,
Ninety days after date for value received, one or either of us promise to pay to The Union Banking Company, or order at The Banking House of said Company at Marysville, Ohio, Four Hundred & Fifty Dollars, with interest at 8 per cent after maturity.

And we hereby authorize any Attorney at law to appear for us or either of us in an action on the above note, at any time after the same became due, in any Court of Record in or of the state of Ohio, waive the issuing and service of process against us or either of us and confess judgment in favor of the said Union Banking Company against us or either of us for the amount that may be due thereon with interest at the rate

John M.
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therein mentioned, and costs of suit: and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals, this - day of - - A.D. 1896

D. C. Doney
A. C. Doney

Out. paid to July 1st 1896.

There is due to plaintiff from the defendants on said note the sum of Four Hundred Fifty six & 7/100 Dollars which it claims with interest from the 7th day of September A.D. 1896, at 8 per cent. per annum, and for which, with costs of suit, it asks judgment against the defendants.

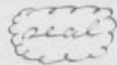
J. H. Kinkade
Attorney for Plaintiff.

The State of Ohio, Union County, ss:

J. H. Kinkade being sworn, says the plaintiff is a corporation, that he is Attorney for the Plaintiff, that this action is for money only, and is founded upon a promissory note in his possession, and that the facts stated and allegations in said petition are, as affiant believes, true.

J. H. Kinkade.

Sworn to before me, and signed in my presence, this 7th day of September A.D. 1896.



J. N. Gosnell Clerk
By J. M. A. Gosnell Deputy

Answer
7197

The Union Banking Company
vs
D. C. Doney & A. C. Doney

Court of Common Pleas
Union County, Ohio.

The defendants D. C. Doney and A. C. Doney by J. C. Griffith Attorney, and an Attorney at-law of record in this Court, duly authorized therefor by the warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying warrant of attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein: and said defendants by said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them but acknowledge and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of Four Hundred Fifty six & 7/100 Dollars, bearing interest at 8 per cent per annum, and therefore, for that sum, with interest from September 7th, 1896, at 8 per cent. per annum and accruing costs they confess judgment in favor of the plaintiff, and waive and release

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J. E. Griffith
Attorney for defendant.

On the 8th day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry
7197

The Union Banking Company
vs
D. C. Doney Ed A. C. Doney
Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by J. H. Kinkade Attorney, and filed its petition against said defendants, and thereupon J. E. Griffith an Attorney at-law of this Court, by virtue of a warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as it has in its petition alleged by virtue of said warrant of Attorney, confessed that there was due from said defendants to said plaintiff, one said indebtedness, the sum of Four Hundred Fifty Six & 79/100 Dollars, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said The Union Banking Company plaintiff do recover of the said D. C. Doney and A. C. Doney defendants the sum of Four Hundred Fifty Six & 79/100 Dollars, so confessed as aforesaid, with interest from September 7th 1896, at 8 per cent. per annum, and also costs in its behalf expended taxed to \$4⁰⁰ and by virtue of said warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error therein, are by said defendants waived and released.

Attest,
J. M. Hornell
Clerk.



Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 6th day of August A. D. 1896, Minnie Dell McKinnis filed in the Clerk's office of the said Court of Common Pleas, the following petition against John Sterling McKinnis, to-wit:

Petition
7167

Minnie Dell McKinnis
vs
John Sterling McKinnis,
Mary Jane McKinnis Ed
George Agnes McKinnis.

Court of Common Pleas
Union County, Ohio.

First cause of action.

Plaintiff has been a resident of the State of Ohio for the year last past; and has a bona fide residence in the County of Union in said State.

On the 20th day of June, 1894, she was married to the defendant John Sterling McKinnis; no children have been born of said marriage.

Said defendant John Sterling McKinnis, has been guilty of gross neglect of duty towards plaintiff in that he has always failed and willfully neglected to provide her with the necessary amount of provision and wearing apparel needed by her; and did on or about the 9th day of May, 1896, and at many other times both prior and subsequent to said date, without cause remain absent from plaintiff until very late at night, leaving her alone and unprotected and at a great distance from any other person; and for more than a year last past has totally failed and willfully neglected and refused to support plaintiff, or to live with her, or to provide a place in which she might live, although fully able so to do, so that plaintiff has been compelled to reside with her relatives and to earn her living by her own exertions.

Second Cause of action.

Plaintiff makes the averment contained in her first cause of action herein relative to her residence and her marriage to defendant part of this her second cause of action, and further says that said defendant has been guilty of extreme cruelty toward her in the manner following:

On or about the 31st day of October, 1894, and at many other times both prior and subsequent to said date, said defendant compelled plaintiff to submit to sexual intercourse with him when she was suffering from female complaints, and this he did so frequently as to seriously impair her

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health, to greatly disturb her peace and quietude of mind, to cause her extreme suffering and humiliation, to destroy her affection for him, and to render cohabitation with him odious and insufferable to her.

On or about the 12th day of July, 1895, said defendant rudely and roughly took hold of plaintiff's arm and pushed her through a door and out of the house in which they had been living, and against her will conveyed her to the home of her mother, and there left her, and has ever since without cause refused to permit her to return to him.

As supplemental to each of said causes of action so above stated plaintiff further avers that said defendant, John Sterling McQuinn is the owner and possessor and seized in fee simple of the north half of a certain tract of real estate, the description of which by metes and bounds as it appears of record in the deed records of Union County, Ohio, is of five contiguous tracts, including two hundred and thirty six and one-fourth acres of land, described as follows:

Situate in the state of Ohio, in the County of Union, and in Virginia Military Survey No. 12124;

Beginning at two elms and two ashes, north-west corner to a lot deeded to Lucy A. Means; thence with a line of said lot S. 83° E. 130 poles to two sugar trees and a lynn in the line of the A. Alexander survey number 12873; thence N. 13° E. 108 poles to an elm, oak, beech and ironwood; thence N. 83° W. 140 poles to two beeches and a lynn, north-west corner to a lot sold to John Sterling; thence with a line of the same S. 70° W. 107 poles to the beginning, containing ninety-one (91) acres, more or less.

Situate in said county of Union and Survey No. 12124; Beginning at two ironwoods and a beech, north-east corner to David Williams Survey No. 5216, in the line of Archibald Alexander's Survey No. 12893; thence running with the line of said Williams' Survey N. 83° W. 120 poles to three beeches in said line; thence N. 7° E. 107 poles to two elms and two ashes; thence S. 83° E. 130 poles to two sugar trees and a lynn in the line of aforesaid survey of Alexander; thence with said line S. 13° W. 108 poles to the beginning; excepting three and one-half acres heretofore sold to Jesse Patrick; containing eighty (80) acres of land, more or less.

Situate in said County of Union and in Survey No. 12124. Beginning at a stone in the south-west corner of a sixty-three acre tract bought by A. S. Carpenter of George W. Peck on the 11th day of March, 1885; thence N. 11 1/4° E. 111.88 poles to a stone and brick, south-west corner to thirty acres sold to George Harriman; thence S. 78 3/4° E. 50.06 poles to the center of the W. Peck pike (witness a stone and brick bears N. 78 3/4° W. 22 feet); thence with the center of said pike S. 11° W. 109.29 poles to the center of the Miller pike; thence with the center of the Miller pike N. 66° W. 26.18 poles; thence S. 14° W.

8.42 poles to a stake and brick; Thence N. 78° 34' E. 24.84 poles to the beginning; containing thirty-four and one-fourth acres, more or less.

Situate in said County of Union and in surveys 15707 and 13506; beginning at a stone in the center of the Richmond and York Center road and in the south line of survey No. 12124; Thence with said line S. 80° 1/2' E. 64.80 poles to a stone; Thence S. 10° 1/2' E. 52.36 poles to a stone; Thence N. 21° E. 57.76 poles to a stake in the center of said Richmond and York Center road; Thence with the center of said road N. 59° E. 12 poles to the beginning; containing twenty (20) acres of land, more or less.

Situate in said County of Union and in survey number 15707;

beginning at a stone in the place of two iron rods and bushes (gone), south east-corner to survey No. 12124; Thence with the west-line of survey No. 11346, S. 19° 1/2' E. 87 poles to a stone in the line of Joseph Spicer's land; Thence with his line N. 78° 1/2' E. 17 poles to a stake and stone in the east-line of survey No. 13506; Thence with the east-line of survey No. 13506; Thence with the east-line of said survey No. 13506, continuing the same course through N. 12° 1/2' E. 83.7 poles to a stone in the south line of survey No. 12124; Thence with the south line of said survey No. 12124 and the north line of survey No. 15707 S. 78° E. 27 poles to the beginning, containing eleven and one-half acres of land, more or less.

Plaintiff avers said land to be unincumbered and to be of the value of not less than fifty dollars per acre.

The defendants Mary Jane Mc Ginnis and Georgie Agnes Mc Ginnis each claim some interest in said land, but plaintiff avers that they have no interest in the said north half thereof and that neither of them has any title thereto or claim thereon.

Plaintiff avers that defendant John Sterling Mc Ginnis is the owner of personal property consisting of horses, cattle, sheep, farm implements, farm products and money, which she is unable to enumerate specifically, but alleges to be of the value of one thousand dollars.

Plaintiff further avers that said defendant, John Sterling Mc Ginnis, is about to and, unless restrained by Court, will dispose of and incumber the aforesaid real estate and personal property in such manner as to defeat plaintiff in obtaining alimony therefrom.

Wherefore plaintiff prays that said defendants Mary Jane Mc Ginnis and Georgie Agnes Mc Ginnis may be required to set up their claims to an interest in said real estate, or upon failure or to do they be adjudged to have no interest therein, that said John Sterling Mc Ginnis

Order of Injunction 7167

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Order of Injunction 7167 John n.

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may be restrained from in any manner disposing of or encumbering his aforesaid property, or any part thereof, until the final hearing of this action, and that thereupon she may be divorced from him, and restored to her maiden name of Minnie Dell Spicer, that she may be decreed reasonable alimony, and for all proper equitable relief.

J. F. Miller
Attorney for Plaintiff.

State of Ohio, County of Union, ss:

Minnie Dell McSpicer, being duly sworn, says that she is plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing petition are true.

Sworn to before me and subscribed in my presence this 5th day of August, A.D. 1896.

Minnie Dell McSpicer

Henry S. Stiles
Notary Public

To the Clerk of said Court:

Issue Summons in said action for all the defendants therein directed to the Sheriff of Union County, returnable according to law, accompanying it with a copy of petition for defendant John Sterling McSpicer.

J. F. Miller
Attorney for Plaintiff

On the 6th day of August A.D. 1896, the following Order of

Order of Injunction
7167

Minnie Dell McSpicer
Plaintiff,
vs
John Sterling McSpicer et al
Defendants

Before the Probate Judge.

Order for temporary Injunction in the Court of Common Pleas, Union County, Ohio.

And now on this 6th day of August, 1896, came the plaintiff, by John F. Miller her attorney; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the Motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff and the affidavit therewith filed, and after hearing the argument of Counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is, allowed in this case to restrain the said defendant from disposing of or in any manner encumbering the property of the said defendant in the petition described until the further order of the Court as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of

Common Pleas issue summons in this case endorsed in junctum allowed.

James W. Campbell Probate Judge

The State of Ohio, Union County, ss.

I, James W. Campbell sole Judge and ex-officio Clerk of the Probate Court, within and for the aforesaid County, and State, do hereby certify that the foregoing is a true and correct copy of the original Order of Injunction now on file in said Probate Court in the cause.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Mansfield, this 6th day of August 1896.

James W. Campbell
Judge and ex-officio Clerk

Seal

Certificate of Copy.

Summons.

On the 6th day of August A.D. 1896, the following Summons was issued to the Sheriff of Union County, to wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County,

You are commanded to notify John Sterling McMinis, Mary Jane McMinis and Georgie Agnes McMinis that Winnie Dell McMinis has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect and extreme cruelty, and asking that she be divorced from him, and that said Mary Jane McMinis and Georgie Agnes McMinis have been made parties defendant to said action, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 17th day of August A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 6th day of August, A.D. 1896.

Seal

J. W. Hosnell Clerk
By J. W. A. Hosnell Deputy.

Sheriff's Return

Sheriff's Fee	\$	50
Service		50
Copy		75
Mileage	4	50
Return		25
Total	6	30

The State of Ohio, Union County, ss.

Received 4 O'clock P. M. on the 6th day of August, A.D. 1896, and on the 7th day of August A.D. 1896, I served the same by handing a true copy thereof of this writ with the endorsements thereon together with a copy of the petition to John Sterling McMinis personally.

Wm. S. Smayda
Sheriff.

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Notice
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On the 8th day of August A.D. 1896, the following Notice was filed by the Clerk of this Court, to-wit:

Minnie Dell W. Ginnis
vs
John Sterling W. Ginnis
Court of Common Pleas
Union County, Ohio.

The defendant John Sterling W. Ginnis will take notice that the plaintiff will make application for an allowance of alimony pendente lite, and that the same will be heard by Hon. John A. Price, Judge of the above mentioned Court, at Chambers, in the city of Bellefontaine, Ohio, on Monday the 10th day of August, 1896, at one o'clock P. M. and that affidavits will be used at said hearing.

Dated this 8th day of August, 1896.

Minnie Dell W. Ginnis
By her Attorney J. F. Miller.

Sherriff's
Return

Sherriff's Fee	25
Service	25
Return	25
Total	50

State of Ohio, Union County, ss:

Received this writ 4 o'clock P. M. on the 8th day of August, 1896, and served the same on the 7th day of August, 1896, at 10 o'clock A. M. by handing a true copy of this writ with the endorsements thereon to John Sterling W. Ginnis personally.

Wm. Swagrace Sheriff.

Motion
7167

On the 8th day of August A.D. 1896, the following Motion was filed by the Clerk of this Court, to-wit:

Minnie Dell W. Ginnis
vs
John Sterling W. Ginnis,
Mary Jane W. Ginnis and
George Agnes W. Ginnis
Court of Common Pleas
Union County, Ohio.

Now comes the defendants and through their attorney move the Court to dissolve the injunction granted in the above case as to the personal property for the reason, that it is the joint property of all of the said defendants and the interest of the said Mary Jane W. Ginnis and George Agnes W. Ginnis are not liable for the judgment or the payment of any judgment which may be obtained against John Sterling W. Ginnis.

For the further reason that the real estate described in said action is sufficient to pay any judgment which may be obtained against the John Sterling W. Ginnis in this action and the defendants will be greatly damaged by the continuance of said restraining order.

Cameron & Cameron
James C. Robinson
Attys for defendants.

Entry
7167

On the 13th day of August A.D. 1896, the following
Entry was filed by the Clerk of this Court, to-wit:
Minnie Dell McQuinn
vs
John Sterling McQuinn
Court of Common Pleas,
Union County, Ohio.

This cause coming on for hearing before
John A. Price, Judge of said Court, at chambers, this 13th day
of August, 1896, upon the motion of defendant to dissolve the
temporary injunction herein with reference to the personal
property thereby covered, and upon the application of plaintiff
for an allowance of alimony pendente lite, was heard upon
the petition, affidavits herein filed, oral evidence, and argu-
ment of counsel.

It is therefore, upon concession of plaintiff's Counsel,
ordered by said Judge that the personal property sought to
be covered by the restraining order herein before granted
by the probate Court be, and hereby is fully released
from the operations of said order.

It is upon due consideration further ordered that
the defendant John Sterling McQuinn be and hereby is
required and ordered to pay, as and for alimony pendente
lite, to the Clerk of said Court for the use of plaintiff's
attorney, the sum of sixty (\$60.00) dollars within thirty
days from date hereof; and that execution may issue
therefor upon default of payment thereof.

Approved.

James C. Robinson
Atty. for Defd.

J. T. Miller
Atty. for Plf.

Answered
Cross-Petition

7167

On the 21st day of September A.D. 1896, the following
Answer and Cross Petition of John Sterling McQuinn was filed by
the Clerk of this Court, to-wit:

Minnie Dell McQuinn
vs
John Sterling McQuinn et al
Court of Common Pleas
Union County, Ohio.

Now comes the defendant and for
answer admits that he was married to the plaintiff as
set forth in her petition herein, and that the plaintiff
is a resident of the state and County as therein set forth
and that no children were born of said marriage, and
denies each and every other allegation in said petition
contained.

Further answering and by way of Cross petition
this defendant says he has been a resident of the State
of Ohio, for more than a year last past and is a
bona fide resident of Union County, in said State.

First cause of Action.

Said plaintiff has been guilty of gross neglect of
duty toward this defendant in that ever since the 12th day

Reply
7167

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of July, 1895. said plaintiff has wholly neglected and refused to perform her household duties for defendant, and has wholly abandoned and refused to live or cohabit with the defendant, and on divers other occasions prior to that time the plaintiff neglected and refused to cook for or perform the household duties for defendant.

Second Cause of Action.

The plaintiff has been guilty of extreme cruelty in this that on the 29th day of June, 1895, plaintiff procured a revolver with the avowed purpose of killing defendant with the same, and afterward, to-wit: on the - day of July, 1895 came to place where defendant was at work and by exhibiting said revolver in a threatening manner compelled defendant to obey her commands against his will, and by her general conduct put defendant in great fear for his life and bodily safety.

All of which acts of gross neglect of duty and extreme cruelty were wholly without cause or provocation whatsoever on the part of this defendant.

Wherefore the defendant prays that the prayer of the plaintiff herein be denied and that he may have a decree of divorce from the plaintiff and recover his costs herein.

J. C. Robinson Ed
Cameron & Cameron
Attys. for Deft.

On the 30th day of September A.D. 1896, the following

Reply was filed in the Clerk's office, to-wit:

Reply
7167

Winnice Dell W. Ginnis vs Court of Common Pleas,
Knox County, Ohio

John Sterling W. Ginnis et al

Now comes the plaintiff and for reply to the defendant John Sterling W. Ginnis' cross-petition herein filed denies each and every allegation therein contained.

J. F. Willard
Atty for Plf.

On the 6th day of October A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry
7167

Winnice Dell W. Ginnis vs Court of Common Pleas
Knox County, Ohio

John Sterling W. Ginnis et al

This cause coming on this 6th day of October, 1896, was submitted to the Court upon the pleadings and the evidence: on consideration whereof the Court find that the plaintiff, at the time of filing her petition, had been

a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that she was married to the defendant as in her petition set forth, and that no children have been born of said marriage.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty toward the plaintiff in the manner alleged in her petition, and that by reason thereof the plaintiff is entitled to be divorced from him.

The Court do further find that said parties have agreed between themselves that the sum of Three Hundred and Fifty Dollars, to be paid by the defendant John Sterling McQuinn to the plaintiff within thirty days from this date, (provided that within said thirty days he pay to her the further sum of Two Hundred Dollars for the release of her inchoate right of dower in his said real estate described in her petition herein), shall constitute the full amount of plaintiffs claims against said defendant as and for alimony from this date.

It is therefore ordered adjudged and decreed by the Court that the marriage contract heretofore existing between the said Minnie Dell McQuinn and John Sterling McQuinn be, and the same hereby is, dissolved, and both parties are released from all obligations thereof.

It is further ordered and adjudged that the said defendant John Sterling McQuinn, within thirty days from this date, pay to the plaintiff the sum of Three Hundred and Fifty Dollars, as and for alimony from this date, as has been agreed upon between them: and the same is hereby made a lien upon the real estate of said defendant described in the petition herein.

In default of such payment at the time stipulated execution is allowed to issue therefor.

It is further ordered and adjudged that the plaintiff be, and she hereby is, restored to her maiden name of Minnie Dell Spicer.

It is further considered by the Court that plaintiff recover from defendant her costs herein expended, taxed at \$95.73.

Approved.

J. E. Robinson &
Cameron & Cameron
Attys. for Defs.

J. F. Millar
Atty. for Plf.

Attest,
J. M. Holnell
Clerk.



Petition
7211

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 16th day of September A. D. 1896, The Union Banking Company filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Elizabeth Strong et al, to-wit:

Petition 7211

The Union Banking Co.

Court of Common Pleas,
Union County, Ohio.

Elizabeth Strong et al
George Krumbaum.

The plaintiff says, that it is a corporation duly incorporated under the laws of Ohio, and doing a general banking business in said state, with headquarters at Marysville, Union County Ohio, this its action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

\$1612

Marysville, Ohio, Jan'y. 21st 1896.

90 days after date, for value received, we either of us promise to pay to the Union Banking Company or order, at the Banking House of said Company, at Marysville, Ohio, One Hundred and Sixty one 1/100 Dollars, with interest at 8 per cent after maturity.

And we hereby authorize any Attorney at Law to appear for us or either of us in any action on the above note, at any time after the same becomes due, in any Court of record in or of the State of Ohio, waive the issuing and service of process against us or either of us and confess judgment in favor of the said The Union Banking Company against us or either of us for the amount that may be due thereon with costs of suit: and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals this day of _____ A. D. 1896
George Krumbaum
Elizabeth Strong

There is due the plaintiff from the defendants on said note the sum of One Hundred Sixty Six & 69/100 Dollars, which it claims with interest from the 7th day of September, A. D. 1896, at 8 per cent per annum, and for which, with costs of suit, it asks judgment against the defendants.

J. H. Kirkade
Attorney for Plaintiff

The State of Ohio, Union County, ss.

J. H. Kirkade being sworn, says that he is the Attorney of the above plaintiff corporation and this suit is for money only and the note indorsing same is in his possession as Attorney and that the facts stated and allegations in said petition are as

affiant believes, true.

Sworn to before me, and signed in my presence this 16th day of September A.D. 1896.

J. H. Kinkeade

J. M. Gornall Clerk
By J. R. Gornall Deputy

Answer
7211

The Union Banking Co.
vs
Elizabeth String and
George Greenbaum.

Court of Common Pleas,
Union County, Ohio.

The defendants Elizabeth String and George Greenbaum by Richard L. Cameron Attorney, and an Attorney at Law of record in this Court, duly authorized therefor by the warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein; and said defendants by Richard L. Cameron, said attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in its petition set forth, and that the amount due upon said indebtedness at this day is the sum of One Hundred Sixty-Six & 67/100 Dollars, bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from September 7th 1896, at 8 per cent. per annum and accruing costs they confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment; and all proceedings, petitions, and writs of error therein.

Richard L. Cameron
Attorney for Defendant.

Entry
7211

The Union Banking Co.
vs
Elizabeth String et al

Court of Common Pleas
Union County, Ohio.

This day came the plaintiff by J. H. Kinkeade Attorney, and filed its petition against said defendants, and thereupon Richard L. Cameron Attorney at Law of this Court, by virtue of a warrant of Attorney for that purpose, duly executed by said defendants, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff

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Petition
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as it has in its petition alleged by virtue of said warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of One Hundred Sixty-six & 3/100 Dollars, bearing interest at 8 per cent per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said The Union Banking Company plaintiff do recover of the said Elizabeth Strang and George Krumbaum defendants the sum of One Hundred Sixty-six & 3/100 Dollars, or confessed, as aforesaid, with interest from September 7 1896, at 8 per cent per annum, and also costs in its behalf expended taxed to \$7.00, and by virtue of said warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest,

J. M. Gosnell
Clerk.

Please continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of Sept. in the year of our Lord One thousand Eight-hundred and Ninety six.

Be it remembered that on the 7th day of September A.D. 1896, the plaintiff Charles R. Cornell filed in the Clerk's office of the said Court of Common Pleas, the following petition against J. C. Severe et al to-wit:

Petition
7198

Charles R. Cornell | Court of Common Pleas
vs | Union County, Ohio.
J. C. Severe and
Elizabeth Severe

The defendant on the 8th day of August A.D. 1896, executed and delivered to Chas. R. Cornell, the above named plaintiff this promissory note of that date, with the warrant of Attorney annexed, true copies of which warrant and note, with all the endorsements thereon, are hereto attached, marked "Exhibit A," and made a part of this petition.

"Exhibit A."

\$100.00

Marysville Ohio, August 7, 1896.

One day after date for value received we promise to pay to the order of Chas. R. Cornell One Hundred Dollars, with interest at the rate of 8 per cent per annum, and we hereby authorize any attorney at law to appear in any Court of Record in the United States after the above obligation becomes due, and waive

the issuing and service of process and confess a judgment against us, in favor of the holder hereof for the amount therein appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

J. V. Severe
Elizabeth Severe

Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of One Hundred (\$100) dollars, with interest at the rate of 8 per cent. per annum, from the 8th day of August A. D. 1896.

Wherefore plaintiff prays judgment against said defendant for the sum of one hundred (\$100) dollars, with interest thereon from the 8th day of August A. D. 1896, at the rate of 8 per cent. per annum till paid, and for costs of suit.

Cameron & Cameron
Attorneys for Plaintiff

The State of Ohio, Union County, ss:

R. L. Cameron being sworn, says that he is one of the attorneys of said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

R. L. Cameron.

Sworn to by said R. L. Cameron before me, and by him signed in my presence, this 8th day of September A. D. 1896.

Seal

J. W. Cornell
Clerk of Court.

Answer
7198

Charles R. Cornell

vs

J. V. Severe and
Elizabeth Severe

Court of Common Pleas
Union County, Ohio.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendants in this suit; and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendants on said note, for the sum of One Hundred (\$100) dollars and Sixty Five cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

R. L. Woodburn Atty. for Defs.

Entry
7198

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Entry
7198

On the 8th day of September A.D. 1896, the following Entry
was filed by the Clerk of this Court, to-wit:
Chas. R. Cornell
vs
Court of Common Pleas,
Knox County, Ohio.

J. V. Severe, and
Elizabeth Severe

This day came the plaintiff, by his attorney; also
appeared in open court, for and on behalf of said defendants
R. L. Woodburn an attorney at law of this Court, and by virtue of
the warrant of attorney annexed to the note attached to the peti-
tion in said cause, shown to have been duly executed by
said defendants, entered the appearance of said defendants, and
waived the issuing and service of process in this action, and
confessed a judgment on said note against said defendants,
and in favor of said plaintiff, for One Hundred (100) dollars
and sixty five cents, being the amount of the principal and
interest due on said note, and for the costs taxed and to be
taxed, and release and waive all exceptions, errors, and right
of appeal in the premises.

It is therefore considered that said plaintiff recover of
said defendants the sum of One Hundred (100) dollars and sixty
Five cents, being the amount of said note with interest com-
puted at 5 per cent. per annum, from the 8th day of August,
A. D. 1896, and also his costs herein expended, taxed at 85^{cts}.

Attest

J. V. Severe
Clerk.

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Thereon, the sum of sixty two & 5/100 Dollars, with interest from the first day of April A. D. 1895.

The plaintiff as such Administrator therefore prays judgment against said defendants for the sum of \$120.78, with interest upon \$58.25 from the 3rd day of December, 1895, and with interest upon \$62.50 at the rate of six per cent from April 1st 1895, and for such other and further relief as in equity he may be entitled to.

Porter Porter

Atty. for Plaintiff.

Frank L. Hertzog, the plaintiff says that he is the Administrator of the estate of said Henry Hertzog deceased, duly authorized in the premises; that he believes the facts stated in the foregoing petition are true as he believes.

Frank L. Hertzog

Known to by Frank L. Hertzog before me, and signed by him in my presence this 27th day of April, A. D. 1896.

J. H. Gornell

Clerk of Court.

To the Clerk:

Receipt

Issue a summons against the defendants John Ruhl, to the Sheriff of Marion County, Ohio, and against the defendant John W. Ruhl, to the Sheriff of Marion County, Ohio.

Endorse "Amt claimed \$120.78, with interest upon \$58.25 from Dec. 3rd 1895, and with interest upon \$62.50 from April 1st 1895"

Porter Porter

Atty. for Plff.

Summons

On the 27th day of April A. D. 1896, the following summons was issued to the Sheriff of Marion County, Ohio:

The State of Ohio, Marion County.

To the Sheriff of Marion County.

You are hereby commanded to notify John W. Ruhl that he has been sued by Frank L. Hertzog in the Court of Common Pleas of Marion County, and must answer by the 30th day of May, A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 11th day of May A. D. 1896.

Witness my hand and the seal of said Court,

this 27th day of April A. D. 1896.

J. H. Gornell Clerk

Sheriff's Return.

Sheriff's Fees	\$	00
Service & Return		12
Mileage	3	20
Copy		18
Total	3	50

The State of Ohio, Marion County ss: I, J. T. Shaw, Sheriff, do hereby certify that I have received this writ April 27th A. D. 1896, at 8 o'clock A. M. and after diligent search the within named John W. Ruhl was not found within my bailiwick.

J. T. Shaw Sheriff.

Summons.

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify John Ruhl that he has been sued by Frank L. Hertzler Administrator in the Court of Common Pleas of Union County, and must answer by the 30th day of May A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 11th day of May, A.D. 1896.

Seal

Witness my hand and the seal of said Court, this 27th day of April A.D. 1896.

J. M. Gosnell Clerk.

Sheriff's Return.

Sheriff's Fee	\$	cts
Service & Return		50
mileage	4	00
Copy		15
Total	4	65

The State of Ohio, Union County, ss.

Received this writ April 28th A.D. 1896, at 10 o'clock A.M. and served same by handing a true copy of this writ with the underaments thereon to John Ruhl personally on the 6th day of May, 1896.

Henry Snowgrass Sheriff.

On the 9th day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7105

Frank L. Hertzler, Administrator of the estate of Henry Hertzler decd.

vs

John W. Ruhl and John Ruhl

Court of Common Pleas, Union County, Ohio.

This day came the plaintiff by his attorney; the defendant being in default for answer and demurrer and submitted this cause to the Court upon the petition of plaintiff and the evidence.

And the Court being fully advised in the premises find that defendant doth owe the plaintiff the sum of One Hundred and Twenty Eight & 86/100 Dollars (\$128.86) as the plaintiff hath claimed in his petition.

It is therefore considered and adjudged that the plaintiff as such administrator recover of the defendant said sum of One Hundred and Twenty Eight & 86/100 Dollars or found plaintiffs due as aforesaid, and also his costs herein taxed at \$13.09. The judgment draws interest from September 9th 1896.

Attest.

J. M. Gosnell,

Clerk.

Petition 6846

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Receipt.

Please continue and held at the Court House in
Mansfield, within and for the County of Union, in the Sixth
Judicial District of the Court of Common Pleas of the State of
Ohio, before the Honorable John D. Price, Judge of said Court, of the
Term of September, to-wit: on the 7th day of September in the year
of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 22nd day
of December A. D. 1894, James Cutler filed in the Clerk's Office
of the said Court of Common Pleas, the following Petition against
S. Taylor and Lemuel Cahill, to-wit:

Petition
6846

James Cutler | Court of Common Pleas,
vs | Union County, Ohio.
S. Taylor and
Lemuel Cahill

First, the plaintiff alleges that on the 13th day of
September, 1893, said defendants made and delivered to one Charles
W. Cole a promissory note, of which the following is a copy.
\$400. Sept. 13, 1893.

One year after date & me, or either of us promise to pay
to the order of Charles W. Cole, Four Hundred Dollars, at Richmond
O. at 6 per cent. from date. value received.

"S. Taylor"
"Lemuel Cahill"

Second. That after said note was executed to Charles W. Cole,
and before it was due said Charles W. Cole endorsed said note
in blank to one W. C. Shub, and that said W. C. Shub before
said note was due endorsed it in blank to the plaintiff herein.

Third. That no part of said note has been paid and there
is now due thereon from the defendants to the plaintiff the sum
of four hundred dollars with interest at the rate of 6 per cent.
per annum from the 13th day of September, 1893.

The plaintiff therefore prays judgment for the sum of
\$400⁰⁰ with interest at the rate of 6 per cent per annum from
Sept. 13th 1893, and costs of suit

James E. Robinson
Atty. for Plaintiff.

The State of Ohio, Union County, ss:
I, James E. Robinson do solemnly swear that I
am the Attorney of the plaintiff in the above entitled action,
that the petition is founded upon a written instrument for
the payment of money, and said instrument is in my posses-
sion, and I believe the facts stated in the foregoing petition to
be true.
James E. Robinson

Sworn to before me, and subscribed in my presence
this 2nd day of December, 1894.

J. M. Sanders
Notary Public.

To the Clerk of the Court of Common Pleas, Union County, Ohio.
Issue Summons directed to the Sheriff of Union County, Ohio.

Receipt.

for S. Taylor and Lemuel Cahill, and make same returnable according to law. Amount claimed \$400. with interest at the rate of 6 per cent. per annum from Sept. 13th 1893.

James C. Robinson
Atty. for Plaintiff.

Summons.

On the 22nd day of December A.D. 1894, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County:

You are hereby commanded to notify S. Taylor and Lemuel Cahill that they have been sued by James Cutler in the Court of Common Pleas of Union County, and must answer by the 19th day of January A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 31st day of December, 1894.

Witness my hand and the seal of said Court, this 22nd day of December, A. D. 1894.

(seal)

J. N. Gosnell Clerk
By J. A. Gosnell Deputy

Sheriff's Return.

Sheriff's Fees	\$	cts
Service & Return		40
Mileage	2	40
Copy		30
Total	3	10

The State of Ohio, Union County.

Received this writ Dec. 24th A.D. 1894, at 9 o'clock A. M. and served same by leaving a true copy of this writ with the indorsements thereon at the usual place of residence of S. Taylor and Lemuel Cahill on the 29th day of December A.D. 1894.

Wm. T. Snowgrass Sheriff.

Entry

6846

On the 2nd day of January A.D. 1895, the following Entry was filed by the Clerk of this Court, to-wit:

James Cutler
vs
S. Taylor et al
Court of Common Pleas,
Union County, Ohio.

Leave is granted to the defendant to file answer in 30 days from this date.
Jany. 21st, 1895.

Answer

of S. Taylor.

6846

On the 11th day of March A.D. 1895, the following Answer was filed by the Clerk of this Court, to-wit:

James Cutler
vs
Sylvanus Taylor et al
Court of Common Pleas,
Union County, Ohio.

Now comes Sylvanus Taylor and for his separate answer to the petition says: that the plaintiff ought not to have or maintain his said action against him, because he says, the promissory note set up in the petition was executed in violation of law, and is and was wholly without consideration, the following being the facts in regard to the execution of said note.

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In the month of September, 1893, the original payee of said note, C. W. Cole came to the residence of this defendant in said County and represented that he was the owner of a certain patentable invention, or invention for which he claimed he had applied to be patented for the manufacture of butter out of milk, by causing the milk when compounded with butter to unite with the butter and so as to make the whole compound to form into pure and wholesome butter; and the said Cole represented that he had the exclusive right to so manufacture and compound butter by the process aforesaid and that he was the owner of the right in all the territory of the United States, and that he had and held the right to sell and convey unto others said right, to make, use and vend said compound.

The Agent of said Cole did there in the presence of this defendant take some pure butter and a quantity of milk and by some means unknown to this plaintiff defendant caused them to be mixed together so that the whole formed into a compound resembling pure butter all of which the said Cole claimed was a lawful patentable invention of great value the right to make use and vend the same he then and there offered to sell to the defendant in several counties in the state of Ohio, and that he had applied for a patent on the same, and that said patent would soon be granted.

This defendant says that he had no knowledge on the subject except what the said Cole then told him and demonstrated to him by the means aforesaid.

That then and there being misled and deceived by the said Cole this defendant did purchase of him the right to use, make and vend said patentable process of making butter in certain counties in the state of Ohio, for which this defendant executed the promissory note mentioned in the petition and for no other purpose whatever.

That there was no other or further consideration for said note than the right to make, use and vend said patentable invention in the territory aforesaid.

This defendant says that said invention or alleged invention is and was fraudulent and of no value, that the compound of butter and milk in the manner proposed by said process while united did not constitute pure butter and to vend and place the same on the market was a fraud upon the public and the whole scheme was and is against public policy and a violation of the laws of Ohio.

That said compound would readily dissolve and separate and become a worthless mass unfit for use, and said invention, or claimed invention was and is of no value whatever, and the consideration for said note wholly failed.

Further this defendant says that the consideration for said note was and is illegal and contrary to public policy,

and said note for that reason void.

This defendant says, that the plaintiff at the time he received said note had knowledge of the said consideration for which it had been given and that he did not take the same in usual course of business, or for a valuable consideration, and said surety had like notice when he secured the same.

Said note having been executed for an invention claimed to be patentable, should have had written therein that it was given for a patent right, but it was not so executed and the omission of the same was and is a violation of the laws of Ohio.

This defendant denies each and every allegation in the petition not herein expressly admitted.

The defendant having thus fully answered, asks that he may go hence without day and recover his costs herein expended.

Cameron & Cameron
Attys. for Sylvanus Taylor.

The State of Ohio, Union County, ss:

Sylvanus Taylor being first duly sworn says the facts stated and the allegations made in his foregoing answer are true as he verily believes.

Sylvanus Taylor.

Sworn to before me, and signed in my presence this 11th day of March, 1895.



J. N. Cornell Clerk

Answer of
Lemuel
Cahill
6846

On the 25th day of March, A. D. 1895, the following answer was filed by the Clerk of this Court, to-wit:

James Cutler
vs
Sylvanus Taylor et al
Court of Common Pleas,
Union County, Ohio.

Now comes Lemuel Cahill, and for his answer herein says that he signed the note sued on in the petition in this case as surety only; that he had no interest in the matter in any way only as surety for the said Sylvanus Taylor.

Said Cahill further says that the note sued on in this action was without consideration and in violation of the statute of the state of Ohio, that the note herein sued on was given for an invention claimed to be patentable and should have written therein that it was given for a patent right but that the same was not so executed which is contrary to the State of Ohio.

Said Cahill says that the plaintiff in this action knew the nature of the transaction for which this note was given at the time and before he purchased said note.

Said Cahill denies that he is indebted in any way to this plaintiff and denies each and every allegation

Reply to
Answer of
S. Taylor
6846

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Reply to
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of L. Cahill.
6846

in the petition not herein admitted.
The said Cahill asks to go hence without day and to recover his costs herein.

L. J. Hooper
Attorney for Cahill

State of Ohio, Union County, ss:
Lemuel Cahill being sworn says the allegations in the foregoing answer are as he believes true.

Lemuel Cahill

Sworn to before me and signed in my presence, this 25th day of March, 1895.

seal

J. W. Hornell Clerk

Reply to
Answer of
S. Taylor
6846

On the 8th day of April A.D. 1895, the following Reply was filed by the Clerk of this Court to-wit:

James Cutler vs
Sylvanus Taylor & Lemuel Cahill
Court of Common Pleas,
Union County, Ohio.

The plaintiff in reply to the answer of the defendant, Sylvanus Taylor, denies that, at the time or previous to the time he purchased the note sued upon in the petition, he had knowledge of the consideration for which it had been given, and denies that he had any knowledge of the fact that said note was given for a patent right or for an invention claimed to be patentable or for an invention for which a patent had been applied for.

The plaintiff avers that he took said note in the usual course of business and for a valuable consideration.

James C. Robinson & Robinson Woodburn
Atty's for Plaintiff.

The State of Ohio, Union County, ss.

James Cutler being first duly sworn, says that the facts stated in the foregoing reply are true as he verily believes.

James Cutler

Sworn to before me and subscribed in my presence this 13th day of April, 1895.

seal

R. M. Cook
Notary Public.

Reply to
the answer
of L. Cahill.
6846

On the 8th day of April A.D. 1895, the following Reply was filed by the Clerk of this Court to-wit:

James Cutler vs
Sylvanus Taylor & Lemuel Cahill
Court of Common Pleas,
Union County, Ohio.

The plaintiff in reply to the answer of the defendant, Lemuel Cahill, denies that at or previous to the time he purchased the note sued upon in the petition, he knew the nature

of the transaction for which said note was given, and denies that he had any knowledge, at said time of the fact that said note was given for a patent right or an invention claimed to be patentable or for any invention for which a patent had been applied for.

The plaintiff further by way of reply to said defendant's answer alleges that before he purchased said note the said Samuel Cahill represented to him that said note was all right and that he would pay it when it came due and advised the plaintiff to buy it and the plaintiff relying on said representation bought said note.

The plaintiff further alleges that he took said note in the usual course of business and for a valuable consideration.

James C. Robinson & Co.
Robinson & Woodburn
Attys. for plaintiff.

The State of Ohio, Union County ss.

James Cutler being first duly sworn, says that the facts stated in the foregoing reply are true as he truly believes.
James Cutler.

Sworn to before me and subscribed in my presence, this 13th day of April, 1895

R. H. Cook
Notary Public.

(Seal)

On the 28th day of April A.D. 1895, the following entry was filed by the Clerk of this Court to-wit:

Entry
6846

James Cutler vs
S. Taylor and
L. Cahill
Court of Common Pleas,
Union County, Ohio.

This cause came on for hearing upon the motion of the defendants for continuance, and it being shown by the defendants that they cannot safely go to trial without the testimony of W. C. Short, a material witness in said cause.

It is adjudged that said cause be continued and plaintiff recover of defendants the costs of this term taxed to \$

J. C. Robinson & Co.
Robinson & Woodburn
Cameron & Cameron
H. J. Hooper.

On the 21st day of September A.D. 1895, the following entry was filed by the Clerk of this Court, to-wit:

Entry
6846

James Cutler vs
S. Taylor and
Samuel Cahill
Court of Common Pleas,
Union County, Ohio.

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Petition
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They are indebted to the plaintiff in the sum of Four hundred dollars, S. Taylor as principal and Lemuel Cahill as surety, as claimed in the petition, less the interest.

It is therefore considered by the Court that the plaintiff James Butler recover of from the said S. Taylor as principal and Lemuel Cahill as surety the sum of Four hundred Dollars together with his costs taxed at \$19⁰⁰.

James Robinson and
Robinson Ed Woodburn
Attys for Butler.
St. J. Hoopes for Cahill and
Samson & Samson for Taylor.

Attest
J. M. Goenell
Clerk.



Case continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court, of the Term of September, to-wit: on the 7th day of September, in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 17th day of July A. D. 1896, Louis C. Burn filed in the Clerk's office of the said Court of Common Pleas, the following petition against Rachel Riddel et al, to-wit:

Petition
7148
Louis C. Burn
vs
Rachel Riddel,
George Riddel,
Alice Riddel,
John Riddel,
William Riddel,
Mary C. Riddle &
Joseph Harper.

Court of Common Pleas,
Union County, Ohio.

The defendants George Riddle, Alice Riddle and John Riddle are minors over fourteen years of age, and William Riddle and Mary C. Riddle are under fourteen years of age; and the defendant Rachel Riddle is their mother and their duly appointed and qualified guardian.

On February 28th, 1896, plaintiff, by the consideration of E. W. Weather, Justice of the Peace in and for Jackson Township, Union County, Ohio, recovered judgment against the defendant Rachel Riddle for the sum of One Hundred and Ninety-

Nine Dollars and seventy-seven cents (\$199.77), with eight per cent per annum thence from said date, and for costs amounting to \$32, which judgment is in full force and wholly unpaid and unsatisfied.

On the 22nd day of July, 1895, the plaintiff being at that time a creditor of the said defendant Rachel Reidel in the sum of \$190⁰⁰, being for the same debt upon which said judgment was rendered, said defendant, being the owner of the following described real estate, to-wit:

Situate in the Township of Jackson, County of Union and State of Ohio, and in Virginia Military Survey Number 9941. Beginning at a stake, buck, lynn and sugar trees in the north line of land sold to Levi Rice; thence N. 10° W. 56 poles to a stone, two elms and ash; thence N. 80° E. 80 poles to a stake in the east line of said survey; thence with the east line of said survey S. 10° E. 56 poles to a stone in the center of the County road, corner to land formerly owned by Levi Rice, and now owned by H. S. Robertson; thence with the north line of H. S. Robertson's land and with the center of said road, S. 80° W. 80 poles to the place of beginning; containing twenty-eight (28) acres of land, be the same more or less, and being then and ever since unble, except for said property to pay said debt, with intent to hinder, delay and defraud this plaintiff and her other creditors, conveyed said real estate above described to the said defendants Joseph Harper, George Reidel, Alice Reidel, John Reidel, William Reidel and Mary C. Reidel for the colorable consideration of \$900.00, but for no actual consideration whatever, except that as to the defendant Joseph Harper the said conveyance was to indemnify him against any loss that he might sustain on account of certain obligations he had assumed as her surety, from all of which obligations he now has been fully released by the payment and cancellation thereof, and she is under no obligation to him whatever.

Second Cause of Action.

Plaintiff makes the allegations contained in his first Cause of Action part of this his second cause of action, and further avers that at the time said Rachel Reidel executed said paper writing purporting to be her deed of conveyance as above set forth, she was in ill health and in fear that death might occur to her suddenly and in a short time; that she to secure said Joseph Harper on account of obligations assumed by him as her surety, and to save said real estate from her creditors for her children, the said other defendants in event of her death, executed said purported deed of conveyance, making them grantors therein, and delivered the same to said Joseph Harper with the intent and mutual understanding between them that he should hold the same in pledge until she should release him from said obligations as her surety, and that

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in event of her death before doing so it was then to operate as and have the effect of a deed of conveyance, but subject to such said considerations he was to hold it subject to her order, disposal and control; that without her authority and contrary to their mutual agreement, he had the same recorded; that the said Joseph Harper has been fully released from all obligations as her surety and on her account; that he has delivered back to her said purported deed of conveyance; that she has fully revoked the same; that said purported deed was never delivered to said George Reidel, Alice Reidel, John Reidel, William Reidel and Mary C. Reidel, or any of them; that each and all of them had no knowledge of and made no acceptance of the same; that said Rachel Reidel has never given up possession of and control over said premises; that she has never parted with the legal title therein; that a transcript of said judgment of plaintiff was duly filed in the office of the clerk of Courts of said Union County, on the 4th day of March, 1896, which is a valid lien upon said premises; and that plaintiff is hindered, annoyed and delayed in enforcing payment thereof because of the cloud upon the title to said premises by reason of the record of said purported deed of conveyance thereof.

Therefore plaintiff prays that said purported deed may be declared to be a mortgage that has been paid, and to be utterly null and void as a deed of conveyance, and be ordered set aside and cancelled; that said real estate may be made subject to the lien of his said judgment; and for all proper equitable relief.

J. F. Miller
Atty for Plf.

The State of Ohio, County of Union, ss:

Louis C. Beem, being first duly sworn, says that he is plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing petition therein are, as he verily believes, true.

Louis C. Beem.

Sworn to before me and subscribed in my presence, this 16th day of July, A. D. 1896.

George Smith
Notary Public

(seal)

Receipt

On the 17th day of July A. D. 1896. the following Receipt was filed by the Clerk of this Court, to wit:

Louis C. Beem vs Rachel Reidel et al
Court of Common Pleas,
Union County, Ohio.

7178

To the Clerk of said Court:

Issue Summons in the above entitled case to the Sheriff of Union County for the defendants Rachel Reidel, George Reidel, Alice Reidel, John Reidel, Mary C. Reidel and Joseph Harper.

and to the Sheriff of Union County for the defendant William Reiddl.

The defendants William Reidel and Mary E. Reidel are under fourteen years of age, and the defendant Rachel Reidel is their duly appointed guardian.

J. F. Miller
Atty. for Plf.

Summons.

On the 17th day of July A. D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County,

To the Sheriff of Union County:

You are hereby commanded to notify Rachel Reidel, George Reidel, Alice Reidel, John Reidel, Mary E. Reidel and Joseph Harper, (Mary E. Reidel is a minor under fourteen years of age, and Rachel Reidel is her duly appointed guardian that they have been sued by Louis C. Beem in the Court of Common Pleas of Union County, and must answer by the 15th day of August A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 27th day of July, A. D. 1896.

Witness my hand and the seal of said Court, this 17th day of July A. D. 1896
J. N. Grand Clerk.

The State of Ohio, Union County, ss:

Sheriff's Return.

Sheriff's Fees	8	00
Service Return	1	02
Mileage	3	17
Copy	1	26
Total	5	32

Received this writ July, 18th A. D. 1896, at 9 o'clock A. M. and served same by delivering a true and certified copy of this writ with the endorsements thereon to the within named Rachel Reidel, George Reidel, Alice Reidel, John Reidel and Mary Reidel each personally, and by leaving a true and certified copy of this writ with the endorsements thereon at the usual place of residence of Joseph Harper.

The within named Mary Reidel being a minor and under the age of fourteen years, thereupon I delivered a true and certified copy hereof to Rachel Reidel personally, she being the lawful guardian of said minor.

J. T. Shaw Sheriff
By J. H. Lippitt Deputy

Summons.

On the 17th day of July A. D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County,

To the Sheriff of Union County:

You are hereby commanded to notify William Reidel a minor under fourteen years of age, (Rachel Reiddl is his duly appointed guardian), that he has been sued by Louis C. Beem in the Court of Common Pleas of Union County, and must answer by the 15th day of August, A. D. 1896, or the petition of

the said

27th day

The State

Sheriff's Return.

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Entry 7148

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Answer of Guardian

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Rachel Re

The said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 27th day of July A. D. 1896.

Witness my hand and the seal of said Court, this 17th day of July A. D. 1896.
J. R. Hornum Clerk.

The State of Ohio, Union County, ss:

Sherriff's Fee	\$	25
Service & Return		65
Billage	3	52
Copy		30
Total	4	77

Received this writ July 17th A. D. 1896. at 5 O'clock P. M. and served same by handing a true copy of this writ with the indorsement thereon to William Reidel personally; Rachel Reidel not found in my County; made service by handing a copy to Chris Price with whom William Reidel resides, personally on the 22nd day of July, 1896.

Wm. V. Smidgrass, Sheriff.

On the 1st day of September A. D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7148
 Louis G. Beem vs Rachel Reidel et al.
 Court of Common Pleas, Union County, Ohio.

This cause came on for hearing this 1st day of September, 1896, upon the application of plaintiff, by his attorney, for the appointment of a guardian ad litem for infant defendants herein; and the Court upon due consideration do appoint James W. Robinson, of the bar of said Court, as such guardian ad litem herein.

On the 11th day of September A. D. 1896, the following answer was filed by the Clerk of this Court, to-wit:

Answer of Guardian ad litem. 7148
 Louis G. Beem vs Rachel Reidel et al.
 Court of Common Pleas, Union County, Ohio.

Now come George Reidel, Alice Reidel, John Reidel, William Reidel and Mary E. Reidel, minor defendants, by James W. Robinson, their guardian ad litem, and for answer to the petition herein, deny each and all the allegations therein contained, and say that they are of tender years, and ask the Court to protect their rights in the premises, and to grant them such relief as is proper.

J. W. Robinson
Guardian ad litem and
Atty. for said defendants.

On the 24th day of September A. D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry 7148
 Louis G. Beem vs Rachel Reidel et al.
 Court of Common Pleas, Union County, Ohio.

This cause came on for hearing this 24th day of September, 1896, upon the petition, the answer of the guardian ad litem for the minor defendants, and the evidence, and was submitted to the Court; and upon due consideration whereof the Court find the facts stated and allegations contained in plaintiffs petition to be true, that said pretended deed of conveyance from Rachel Reidel to Joseph Harper, George Reidel, Alice Reidel, John Reidel, William Reidel and Mary E. Reidel was made with intent to hinder, delay and defraud creditors of said Rachel Reidel; that it was never delivered to any of the grantees therein named, except to the said Joseph Harper; that it was delivered to him as an equitable mortgage only to indemnify him as and in the manner stated in plaintiffs petition; that said Joseph Harper has been fully released from all liabilities on account of which it was delivered to him as indemnity; that he has returned it to said Rachel Reidel, and that it has been fully re-voiced by her, and should be cancelled upon the records thereof.

It is therefore considered by the Court that said deed from Rachel Reidel to Joseph Harper, George Reidel, Alice Reidel, John Reidel, William Reidel and Mary E. Reidel be, and the same hereby is held and declared to have been in legal effect an equitable mortgage, and as such it is ordered cancelled upon the record thereof; and as a deed of conveyance it is hereby held and declared to be utterly void and of no effect as to all persons whomsoever, and totally ineffective to convey the title of the premises therein described to the grantees therein named.

It is therefore considered and decreed that the title to said real estate vest in the defendant Rachel Reidel as fully and perfectly as though said deed had not been made, and that she hold said premises subject to the lien of the said judgment of plaintiff set forth in his petition herein.

It is further considered that the plaintiff recover from the defendant Rachel Reidel his costs herein expended.

Attest,
 J. M. Gosnell
 Clerk.

Petition
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September, and return submitted to the Court plaintiffs vengeance Alice Reidel, made of said of the Harper; postage stated as here which it returned fully records to said Reidel, Alice he, and in it is deed be utterly never, premises to the Rachel had is subject with in never ended.

Please continued and held at the Court House in Mansfield, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 14th day of August, A. D. 1889, The Phelps and Bigelow Wind Mill Company filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Edward Foughton, to-wit:

Petition 6779
The Phelps & Bigelow Wind Mill Company, vs Edward Foughton
Court of Common Pleas Union County, Ohio.

The plaintiff says that this action is founded upon a written instrument to-wit, a promissory note for the unconditional payment of money only, of which the following is a copy to-wit:

\$ 220, Milford Center Ohio, Oct. 14th 1889.
On or before one year after date I promise to pay to the Phelps & Bigelow Wind Mill Company, or order the sum of Two Hundred and Twenty Dollars, for value received with interest at 6 per cent. per annum, and eight per cent after due until paid: interest payable annually.

The conditions of this note are, that if the interest is not paid annually as above specified, the whole amount becomes due. Payable at Milford Center Bank, at Milford Center. No. 12746;

Edward Foughton.

The following payments have been made on said note, "\$5⁰⁰ paid Oct. 26th 1889 - \$25⁰⁰ paid Nov. 26th 1889 - \$25⁰⁰ paid February 27th 1890."

The following is on the back of said note to-wit: The conditions of this note is that is to be paid Five Dollars in 10 days and Twenty Five every three months until paid.

Edward Foughton

No further or other payments has been made on said note, and there is now due to the plaintiff from the defendant upon said promissory note, the sum of One Hundred and Sixty Eight & 97/100 Dollars with interest at 6 per cent from February 27th 1890, to October 14th 1890, after that date 8 per cent interest until paid, the interest payable annually.

The plaintiff therefore asks judgment against the defendant for the sum of \$168.98 with interest at 6 per cent from February 27th 1890, until Oct. 14th 1890, and after that date 8 per cent interest on said amount, the interest payable

annually, and for all other proper relief.

Porter & Porter

Attys. for plaintiff.

The State of Ohio, Union County, ss:

John L. Porter being duly sworn makes oath that he is one of the attorneys in this case for the plaintiff, duly authorized; that this action is founded upon a written instrument for the payment of money, and such instrument is in the possession of affiant as such attorney, and further affiant believes the facts stated in the foregoing petition to be true.

John L. Porter,

Sworn to by John L. Porter before me, and signed by him in my presence this 14th day of August, 1894.

J. W. Gosnell Clerk

To the Clerk:

Issue a summons returnable according to law against the defendant, Endorse "Anti-damned \$165.95 with 6 per cent interest from Feb. 27th 1890, till Oct. 14th 1890, after that date, 8 per cent interest; interest payable annually.

Porter & Porter

Attys for plaintiff.

Summons.

On the 14th day of August A.D. 1894, the following summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County,

To the Sheriff of Union County:

You are hereby commanded to notify Edward Houghton that he has been sued by The Phelps and Bigelow Wind Mill Company, in the Court of Common Pleas of Union County, and must answer by the 15th day of September A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 27th day of August A.D. 1894.

Witness my hand and the seal of said Court, this 14th day of August A.D. 1894.

J. W. Gosnell Clerk.

Sheriff's Return.

Sheriff's Fees	8	cts
Service & Return	50	
Mile age	2	72
Copy	15	
Total	3	27

The State of Ohio, Union County, ss:

Received this writ August 15th A.D. 1894, at 7 O'clock P.M. and served same by handing a true copy of this writ with the endorsements thereon at the usual place of residence of Edward Houghton on the 16th day of Aug. 1894.

Wm. J. Swadgrass Sheriff.

On the 14th day of September A.D. 1894, the following entry was filed by the Clerk of this Court, to-wit:

The Phelps & Bigelow Wind Mill Co.

Court of Common Pleas,
Union County, Ohio.

Edward Houghton

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This cause coming up this 14th day of September, 1894, on the motion of defendant for leave to answer in thirty days, the Court upon consideration grants such leave.

Entry 6779

The Phelps & Bigelow Wind Mill Company	vs	Edward Houghton	Court of Common Pleas Union County, Ohio.
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This day on motion of plaintiff leave is granted it to file supplemental petition setting up new matter &c. occurring since the commencement of this action, and to make Jeanette Houghton party defendant hereto.

Supplemental Petition 6779

The Phelps & Bigelow Wind Mill Company	vs	Edward Houghton & Jeanette Houghton	Court of Common Pleas, Union County, Ohio.
---	----	--	---

The plaintiff now comes and by leave of the Court files its supplemental petition, to the petition of plaintiff filed herein on August 14th, 1894, and by leave, makes the said Jeanette Houghton a party defendant hereto; and for such supplemental cause of action says, that since said action was commenced, to-wit, on the 14th day of August, 1894; the plaintiff and said Edward Houghton agreed in writing upon the amount and terms of recovery in this action; the performance and compliance of said written instrument on the part of said Edward Houghton was at the time of its execution, and before its delivery, and as a part of the said instrument duly guaranteed by the said Jeanette Houghton.

Said written instrument is for the unconditional payment of money only, and this Supplemental petition founded on the same; and said instrument is in the words and figures following to-wit: including said guaranty.

"Phelps & Bigelow Wind Mill Co

"Edward Houghton

"Union County Common Pleas"

The defendant agrees in consideration of plaintiff passing this case without trial or further costs, till October 15th, 1895, to, at the last named date pay the claim of plaintiff now pending in Union Common Pleas Court, with interest less the value of the tanks at the farm, and the tanks at the house, and will pay one half the costs. (Signed) Edward Houghton.

I guarantee that said Edward C. Houghton will perform his agreement as above stated.
Aug. 14th 1895.

(Signed) Jeannette Houghton.

That the plaintiff complied fully with its part of said agreement: it found and sustained said case, without trial or further costs until said October 15th 1895, that it was ready and willing to deduct the value of said tanks as agreed and to pay one-half the costs made up to said October 15th 1895, &c. yet said defendant Edward Houghton did not and has not through him requested or to do, paid plaintiff's said claim, or any part thereof as agreed, and has utterly failed to comply with his said agreement in any respect whatever.

Plaintiff says that the value of the tanks at the house were ten dollars, and the value of the tanks at the barn were twelve dollars, and these were the prices considered by the parties in the contract and upon.

The plaintiff therefore asks judgment against the said Edward Houghton and Jeannette Houghton for the amount, with interest as claimed by plaintiff in its original petition less \$22 the value of said tanks: and that the defendants be adjudged to pay full costs, and that plaintiff recover of defendants full costs because of the breach of defendants of said contract of settlement and guaranty; and plaintiff asks all other relief that it may be entitled to in law and equity.

Porter & Porter

Attys. for plaintiff.

John L. Porter being sworn makes oath that he is one of the attorneys for the plaintiff in this case: that the plaintiff is and each member of said Company are non residents of said County of Union, and that the facts stated in the foregoing petition are true as affiant believes.

John L. Porter

Sworn to by John L. Porter before me and signed by him in my presence this 10th day of June, 1896.
J. H. Gosnell Clerk

Waiver

I hereby waive the issuing and the service of Summons and other process upon me in the within entitled case, and I hereby enter my appearance in said case as a party defendant therein.

Jeannette Houghton
By John B. Brodick her Atty.

June 11th 1896.

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On the 10th day of September A.D. 1896, the following
Entry was filed by the Clerk of this Court, to-wit:

The Phelps & Bigelow
Kind Mill Company

Court of Common Pleas,
Union County, Ohio.

vs
Edward Houghton &
Jeanette Houghton

This day came the plaintiff by its attorneys,
and the defendants being in default for answer and demurrer
to the original petition, and to the supplemental petition,
and neither party requiring a jury, this cause is submit-
ted to the Court, and the Court after hearing the testimony
find the allegations, and of the supplemental petition to be true,
and that the terms of the settlement as set up in the sup-
plemental petition have not been complied with by the said
Edward Houghton in any particular, and that the said
Jeanette Houghton is consequently liable upon her said
guarantee.

And the Court further find that after deducting the
value of said tanks mentioned in said supplemental petition
there is due the plaintiff from the said Edward Houghton &
the said Jeanette Houghton as claimed in said petition
and supplemental petition the sum of Two Hundred and
Four & 45/100 Dollars (\$204.45).

It is therefore considered and adjudged that the
plaintiff recover against said Edward Houghton and
Jeanette Houghton the said sum of Two Hundred and Four
& 45/100 Dollars, the same to draw interest from September 7th
1896, and also its costs in this behalf expended taxed
at \$12.92.

Attest
J. M. Gornall
Clerk.



Term continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Rice, Judge of said Court, of the Term of January, to-wit: on the 13th day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 1st day of February A.D. 1896, H. C. Conkright, filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Philip L. Gore, to-wit:

Petition
7057

H. C. Conkright, Treasurer of Union County, Ohio. vs Court of Common Pleas, Union County, Ohio.
Philip L. Gore

Plaintiff says he is the duly elected, qualified and acting Treasurer of Union County, Ohio, and as such charged with the collecting of all taxes upon the tax duplicate of said county and for first cause of action says:

First Cause of Action:

That said defendant Philip L. Gore stands charged upon the tax duplicate of said County for the year 1889, with the amount of \$130.00 taxes on personal property that said taxes are due and unpaid and the said defendant is indebted to the said plaintiff as Treasurer aforesaid in the said sum of \$130.00 taxes for the year 1889 as aforesaid together with 5 per cent on the said sum \$130.00 as collection fees.

Second Cause of Action:

Plaintiff for his second cause of action says, that said defendant stands charged upon the said tax duplicate of the said County of Union for the year 1890, with the amount of \$163.00 taxed on personal property.

That said taxes are due and unpaid, and the said defendant is indebted to the said plaintiff as Treasurer as aforesaid in the sum of \$163.00 taxes for the year 1890, as aforesaid together with 5 per cent on the said sum of \$163.00 as collection fees.

Third Cause of Action:

The said plaintiff for his third cause of action herein says that the said defendant Philip L. Gore stands charged upon the said tax duplicate of the said County of Union, for the year 1891, with the amount of \$168.00, taxes on personal property, that said taxes are due and unpaid and that the said defendant is indebted to the said plaintiff as Treasurer as aforesaid in the said sum of \$168.00, taxes for the year 1891, as aforesaid together with 5 per cent on the said sum of \$168.00 for collection fees.

Fourth Cause of Action:

Said plaintiff for his fourth cause of action herein says that said defendant stands charged

Answer
7057

upon the year property defendant aforesaid as

herein duplicate the amount are due said sum of \$84 per

herein tax duplicate with the taxes added to said sum with 5

defendant \$155.00 collection all amount

The defendant's obligations

of February

by the Court H. C. Conkright Union

Philip L. Gore for his Conkright

upon the said tax duplicate of the said County of Union for the year 1892, with the amount of \$176⁴⁰ taxes on personal property that said taxes are due and unpaid and the said defendant is indebted to the said plaintiff as Treasurer as appraised in the said sum of \$176⁴⁰ taxes for the year 1892 as appraised together with 5 per cent on the said sum of \$176⁴⁰ as collection fees.

Fifth Cause of Action:

Plaintiff for his fifth cause of action herein says, that said defendant stands charged upon the tax duplicate of the said County of Union for the year 1893 with the amount of \$84⁴⁰ taxes on personal property, that said taxes are due and unpaid and the said defendant is indebted to the said plaintiff as Treasurer as appraised in the said sum of \$84⁴⁰ taxes for the year 1893, as appraised together with 5 per cent on the said sum of \$84⁴⁰ for collection fees.

Sixth Cause of Action:

Plaintiff for his sixth cause of action herein says that said defendant stands charged on the said tax duplicate of the said County of Union for the year 1894, with the amount of \$105²⁰ taxes on personal property, that said taxes are due and unpaid, and the said defendant is indebted to the said plaintiff as Treasurer as appraised in the said sum of \$105²⁰ taxes for the year 1894, as appraised together with 5 per cent on the said sum of \$105²⁰ for collection fees.

Therefore plaintiff prays judgment against the said defendant for the sums of \$130⁰⁰ - \$163⁸⁰ - \$168⁰⁰ - \$176⁴⁰ - \$84⁴⁰ - \$105²⁰ amounting in all to the sum of \$828⁴⁰ and 5 per cent collections fees on said sum of \$828⁴⁰ amounting to \$41⁴⁰ and all amounting to the sum of \$869⁸⁰.

H. J. Hoopes
Atty. for Plf.

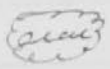
The State of Ohio, Union County, ss:

H. C. Conkright plaintiff being sworn says that the allegations of the foregoing petition are true as he believes.

H. C. Conkright.

Sworn to and subscribed in my presence this 1st day of February, 1896.

James M. Campbell
Probate Judge.



On the 4th day of Feb. A. D. 1896, the following Answer was filed by the Clerk of this Court, to-wit:

H. C. Conkright, Treasurer of Union County, Ohio. | Court of Common Pleas, Union County, Ohio.

Answer
7057

Philip L. Coe

The defendant Philip L. Coe now comes and for his Answer herein says, he admits that the plaintiff H. C. Conkright is the duly elected and qualified Treasurer of said County,

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He denies that the said plaintiff as such Treasurer has any claim or right of action against this defendant, and says that he denies that he is indebted or obligated in any way for the taxes named in the several causes of action set forth in the plaintiffs petition.

For a further defense this defendant says that in arranging a division of his land in 1886 among his three sons, he took their three notes for \$2666⁰⁰ making apparently the sum of \$8000⁰⁰ without interest.

That by the terms of contract with his said sons, they were to pay him \$800⁰⁰ annually while he lived and one hundred dollars annually to the guardian of a minor son of this defendant during his minority in case of this defendants death, said one hundred dollars per year to be credited on said note as and when paid, and when the said minor was twenty one years old then the whole of said \$8000⁰⁰ minus the payments if any were to be paid to the said (minor) Byron Coe.

That the eight hundred dollars to be paid annually to this defendant was not a credit on said three notes, and that said three notes were given to secure to said (then) minor his share as the son of defendant to and in the lands of defendant.

This defendant did not give to the Assessor of his township of Union where he resides said notes because the assessor could not advise this defendant whether to or return the same or not.

That if said notes are the subject of taxation said Treasurer should be ordered and adjudged to place the same on or have the same placed on the tax duplicate against the said Byron Coe the minor aforesaid and past twenty one years of age.

This defendant says that until recently he had no knowledge that said notes had been placed as personal property on said tax duplicate.

This defendant asks to recover his costs herein.

Byers Esq
Atty for Deft.

State of Ohio, Union County, ss:

Philip L. Coe, being duly sworn, says the facts stated and allegations in his foregoing answer are as he believes true.

P. L. Coe.

Sworn to before me and signed in my presence this 4th day of Feb. 1896.

(Signature)

J. V. Kunkle Clerk

On the 4th day of Feb. A. D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

H. C. Conkright Treasurer cc.

Court of Common Pleas

Union County, Ohio.

Philip L. Coe

This day this cause came on to be heard

Entry

7057

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if living, but if dead, then his heirs and legal representatives may be compelled to show his or their said title, and that it may be determined to be null and void as against the said title of the plaintiff, and that plaintiff's title be quieted.

Sarah S. Penney
By James E. Robinson, her Atty.

The State of Ohio, Union County, ss.

Sarah S. Penney, being first duly sworn, deposes and says that the facts stated and the allegations made in the foregoing petition are true, as she verily believes.

Sarah S. Penney.

Sworn to and subscribed before me this 13th day of April 1896.

W. Hill

Justice of the Peace.

x

On the 14th day of April A.D. 1896, the following Affidavit was filed by the Clerk of this Court, to-wit:

Affidavit
7098

Sarah S. Penney
vs
John Hayes et al.
County of Common Pleas
Union County, Ohio.

The State of Ohio, Union County, Ohio.

Sarah S. Penney, being first duly sworn, says that she is the plaintiff in the above entitled action, that said action is on the subject matter of which is real property within this state and County, that the relief sought consists in wholly excluding said defendants from any interest therein, and that the place of residence of the defendants can not be ascertained.

Affiant further says, that if the said John Hayes be dead and have heirs and legal representatives, that she does not know their name nor their residence, and further affiant saith not.

Sarah S. Penney

Sworn to before me and subscribed in my presence this 13th day of April, 1896.

W. Hill

Justice of the Peace.

On the 14th day of April A.D. 1896, the following Motion was filed by the Clerk of this Court, to-wit:

Motion
7098

Sarah S. Penney
vs
John Hayes et al.
County of Common Pleas,
Union County, Ohio.

Now comes the plaintiff by her attorney and moves the Court for an order that, as to the unknown heirs and legal representatives of the said John Hayes, service be made by publication for six consecutive weeks, in manner prescribed by statute in case of non-resident defendants.

Sarah S. Penney
By Jas. E. Robinson
her Attorney.

Entry
7098

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Legal Notice
7098

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Entry
7098

On the 14th day of April A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:
Sarah S. Penney }
vs }
John Hayes &c. }

Court of Common Pleas,
Union County, Ohio.

On motion of the said Sarah S. Penney, by her attorney, and it appearing from affidavit annexed to the petition that the names and residences of the heirs and legal representatives of the said John Hayes are unknown to the said plaintiff, it is ordered that, as to them service be made by publication without naming them, for six consecutive weeks, in manner prescribed by statute in case of non-resident defendants

Approved,
John A. Price
Judge.

Affidavit of
Publication.

The State of Ohio, Union County, ss:
I, Geo. W. Gordon, publisher, being duly sworn, say that the notice hereto attached was published in the Richmond Gazette on the 16th day of April, 1896, and continued therein 6 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Gordon.

Sworn to and subscribed before me, this 6th day of June, 1896.

Seal

J. F. Miller.
Notary Public.

Printers Fees, \$21⁰⁰.

Legal Notice
7098

Sarah S. Penney

vs

John Hayes if living,
but if dead, his heirs
and legal representatives

Court of Common Pleas,
Union County, Ohio.

On motion of the said Sarah S. Penney, by her attorney, and it appearing from an affidavit annexed to the petition that the names and residences of the heirs and legal representatives of the said John Hayes are unknown to the said plaintiff, it is ordered that, as to them, service be made by publication, without naming them, for six consecutive weeks in manner prescribed by statute in case of non-resident defendants.

Approved.
John A. Price, Judge.

The above named John Hayes whose place of residence is unknown, will take notice, if living, but if dead, then his heirs and legal representatives, whose names and places of residence are unknown, will take notice that on the 14th day of April, 1896, Sarah S. Penney filed her petition against them in the Court of Common Pleas of Union County, Ohio, setting forth that she has the legal title to and is in peaceable possession of the following described property, to-wit:
Situate in said County and state and in the Village of

Richwood, and being twenty feet in width off of the north side of En Lot No. 62 as plotted in the Union County Records of Ohio.

That the said John Hayes if living, but if dead, then his heirs and legal representatives set up and claim an interest in and to said premises adverse to the estate and interest of the said plaintiff.

And praying that the said John Hayes, if living, but if dead, then that his heirs and legal representatives may be compelled to show his or their title and that it may be determined to be null and void as against the said title of the plaintiff, and that the plaintiff's title be quieted.

That said defendants are required to answer said petition by June 13, 1896, or said petition will be taken for true and judgment rendered against them accordingly.

Sarah S. Penney
By Jas. C. Robinson, her Attorney.

On the 10th day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry
7098

Sarah S. Penney

vs

Court of Common Pleas.

Union County, Ohio.

John Hayes if living,
but if dead, then his heirs
and legal representatives.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence; on consideration whereof, the Court find on the issue joined for the plaintiff.

The Court further find that at the time of beginning this action the said plaintiff was in possession of the real property described in the petition, and that she has the legal title estate in and is entitled to the possession of the same; that neither the defendants nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof, and that the plaintiff ought to have her title and possession quieted as against each and every one of said defendants, as prayed for in her petition.

It is therefore ordered and adjudged and decreed that the title and possession of said Sarah S. Penney to all and singular the premises in the petition described, to-wit: Situate in the County of Union, State of Ohio, and Village of Richwood, and being (20) twenty feet in width off of the north side of En Lot No. 62 Sixty-two as plotted and recorded in the Union County Records of Ohio at the Recorder's office be and the same hereby are, quieted as against the defendants, and each and every one of them, and all persons claiming under them or any of them, and said defendants and each and every one of them, and all persons claiming under them are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of the said Sarah S. Penney there to or in any manner interfering with her use and enjoyment of the same.

James C. Robinson, Atty. for Plf.

Attest.

J. M. Hosmer, Clerk.

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Please continued and held at the Court House in Dayton, Ohio, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the Term of September, to-wit: on the 7th day of September A.D. 1896.

Be it remembered that heretofore to-wit, on the 13th day of July, A.D. 1896, Charles W. Southard filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Samuel H. Buffington et al. to-wit:

Petition
7144

Charles W. Southard
vs
Samuel H. Buffington
George W. Buffington
Court of Common Pleas,
Union County, Ohio.

The plaintiff says that he has the legal right to and is seized in fee simple in the undivided one third of the following described real estate, situate in the State of Ohio, County of Union and bounded and described as follows:

Beginning at a stake (ash bears North 2 1/2 feet original tree) on the bank of Big Darby Creek and easterly corner of A. Showalter's land; thence down said creek at low water mark South 3 3/4 E. 4 1/2 poles S. 49 1/4 E. 10 1/2 poles S. 85 E. 14 1/2 poles to the dam across said creek at the head of the Mill race; thence crossing said dam S. 35 1/4 E. 4 1/2 poles to the bank of said Mill race; thence down said race and with the bank thereof N. 86 3/4 E. 9 1/2 poles, S. 72 3/4 E. 9 1/2 poles, S. 74 3/4 E. 8 1/2 poles, S. 84 1/2 E. 10 1/2 poles, N. 84 1/4 E. 7 1/2 poles, N. 60 3/4 E. 10 to a stake on the bank of said Mill race (ycamore bears north 2 degrees west 9 feet) thence N. 2 W. 20 1/2 poles to a Hackberry tree; thence N. 46 E. 15 poles to a stake and a willow on the south bank of said Darby Creek; thence crossing said creek N. 5 W. 7 1/2 poles to a stake and stone (contains large oak S. 82 E. 1 pole, thence N. 25 degrees E. 75 1/2 poles to the center of a ditch (stone bears S. 25 W. 7 feet); thence with said ditch N. 58 W. 38 1/2 poles (stone on North bank) thence N. 57 E. 19 1/2 poles to a stone and large B.O. corner of Michael Davis' land; thence with said Davis' land line N. 30 E. 50 W. 33 1/2 poles to a stone another corner of said Davis' land; thence with another of said Davis' land lines and the line of A. Showalter's land S. 37 E. 30 W. 100 1/2 poles to a stone in the center of Millford and North Darby gravel road; thence with said Showalter's land line S. 56 E. 45 W. 49 1/2 poles to the beginning, containing 75 1/2 acres of land more or less.

Also the undivided one third of another tract situate in the State of Ohio and County of Union and bounded and described as follows:-

Beginning at a stake and stone Southeastly corner of land conveyed by the heirs of Samuel Buffington, Oscar Goff and in the center of the Millford and Allen Center gravel road; thence with the center of said road S. 24 50 W. 7 1/2 poles to a stake in the center of an open ditch in the line of Luther and Mary H. Buffington's land; thence with the center of said ditch S. 37 1/2 degrees E. 29 1/2 poles to the west-line of Alvin Downers' land; thence with said Downers' land line N. 23 E. 22 poles to stone and pieces of brick

South East corner of said Oscar Loff's land: thence with the line of said Loff's lot N. 67.94 W. 26 poles to the beginning, containing two and fifty one hundredths acres of land.

The said defendants are tenants in common with the plaintiff in said premises.

The said Samuel H. Buffington and George W. Buffington are each seized in fee simple with the undivided one third of said above described tracts of land.

The plaintiff desires to hold his interest in said lands in severalty.

Therefore the plaintiff prays that by an order of the Court his interest in said premises may be set off to him in severalty, if the same can be done without manifest injury; if not, then that the premises be sold according to law, and that partition thereof be made, and for such proceedings in the premises as are authorized by law.

Samson and Samson
Attorneys for Plaintiff

State of Ohio, Union County, ss:

Charles W. Southard being first duly sworn says that facts contained in the foregoing petition are true as he verily believes.

Chas W. Southard.

Sworn to before me, and subscribed in my presence this 13th day of July A.D. 1896.

[Signature]

J. W. Gosnell Clerk

Summons.

On the 13th day of July A.D. 1896, the following summons was issued to the Sheriff of Champaign County, to-wit:

The State of Ohio, Union County,

To the Sheriff of Champaign County:

You are hereby commanded to notify Samuel H. Buffington and George W. Buffington that they have been sued by Charles W. Southard in the Court of Common Pleas of Union County, and must answer by the 15th day of August A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 27th day of July, A.D. 1896.

[Signature]

Witness my hand and the seal of said Court, this 13th day of July, A.D. 1896.

J. W. Gosnell Clerk.

Answer.

Mechanicsburg, Champaign Co, Ohio, July 18th 1896.

We the within named defendants hereby acknowledge service of the within summons, and waive any other or further service in this action, and enter our appearance in this cause.

Geo. W. Buffington
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On the 8th day of September A. D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Charles W. Southard vs Samuel H. Buffington et al
Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff herein by his attorney, and his petition thereupon coming on to be heard, the court finds that all of the defendants have had due and legal notice of the pendency and demand of the said petition, and that they are in default for answer and demurrer; and that the said petition is hereby confessed by them to be true.

Whereupon the Court finds that the plaintiff Charles W. Southard is seized of and has a legal right to the undivided one third part of the estate described in the petition, and is entitled to have partition made of said premises; that the defendants are tenants in common with said plaintiff in the following proportion to-wit:

The said Samuel H. Buffington is seized of and has a legal right to the undivided one third part thereof; and the said George H. Buffington to the one third part thereof; and no reason appearing why partition should not be made;

It is therefore ordered, adjudged and decreed that partition of said estate be made, and that an order issue to the Sheriff of the said County of Union, commanding him that by the oaths of Charles Kennedy, Marion Hopkins and John R. Taylor three judicious and disinterested freeholders of the vicinity, who are hereby appointed Commissioners for that purpose he cause to be set off and divided to the said plaintiff and to each of the said defendants the parts and proportions of the said estate to which they are hereinbefore severally found entitled.

And of his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

Order of
Partition.

On the 9th day of September A. D. 1896, the following Order of Partition was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County,
To the Sheriff of said County.
Pursuant to an order of our said Court of Common Pleas within and for the said County, at the September Term, A. D. 1896, in a civil action therein pending (for partition) wherein Chas. W. Southard the plaintiff, and Samuel H. Buffington et al the defendants, you are hereby commanded, that by the oaths of Charles Kennedy, Marion Hopkins and John R. Taylor three judicious and disinterested freeholders of the vicinity who are met of him to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union, and in the state of Ohio:
Beginning at a stake (ash bears North 2 1/2 feet original tree)

on the bank of Big Darby Creek and southerly corner of A. Showalter's land; Thence down said creek at low water mark south $3\frac{3}{4}^{\circ}$ E. $40\frac{1}{2}$ poles S. $49\frac{1}{4}^{\circ}$ E. $104\frac{1}{100}$ poles S. 85° E. $142\frac{1}{100}$ poles to the dam across said creek at the head of the Mill race; Thence crossing said dam S. 35° E. $42\frac{1}{100}$ poles to the bank of said mill race; Thence down said race and with the bank thereof N. $86\frac{3}{4}^{\circ}$ E. $92\frac{1}{100}$ poles S. $72\frac{3}{4}$ E. $7\frac{8}{100}$ poles S. $74\frac{3}{4}$ E. $86\frac{1}{100}$ poles, S. $84\frac{1}{2}$ E. $107\frac{1}{100}$ poles N. $80\frac{1}{4}$ E. $7\frac{1}{100}$ poles N. $60\frac{3}{4}$ E. 10 to a stake on the bank of said mill race (Sycamore bears north 2 degrees west 9 feet) Thence N. 2 W. $202\frac{1}{100}$ poles to a Hackberry tree; Thence N. 46 E. 15 poles to a stake and a willow on the South bank of said Darby creek; Thence crossing said creek N. 5 W. $73\frac{1}{100}$ poles to a stake and stone (Witness large oak S. 82 E. 1 pole; Thence N. 25 degrees E. $75\frac{1}{100}$ poles to the center of a ditch (stone bears S. 25 W. 7 feet.) Thence with said ditch N. 58 W. $38\frac{1}{100}$ poles (stone on North bank), Thence N. 57 E. $197\frac{1}{100}$ poles to a stone and large B. O. corner of Michael Davis' land; Thence with said Davis land line N. 80° 50' W. $337\frac{1}{100}$ poles to a stone another corner of said Davis land; Thence with another of said Davis land lines and the line of A. Showalter's land S. 37° 30' W. $1004\frac{1}{100}$ poles to a stone in the center of the Milford and North Darby gravel road; Thence with said Showalter's land line S. 66° 45' W. $49\frac{5}{100}$ poles to the beginning, containing $75\frac{1}{100}$ acres of land more or less.

Also the undivided one third of another tract situate in the State of Ohio, and County of Union, and bounded and described as follows:

Beginning at a stake and stone southeasterly corner of land conveyed by the heirs of Samuel Buffington, Oscar Goff and in the center of the Milford and Allen Center gravel road; Thence with the center of said road S. 24° 50' W. $77\frac{1}{100}$ poles to a stake in the center of an open ditch in the line of Luther and Mary A. Buffington's land; Thence with the center of said ditch S. $37\frac{1}{2}$ degrees E. $29\frac{6}{100}$ poles to west line of Abner Downer's land; Thence with said Downer's land line N. 25 E. 22 poles to stone and pieces of brick South East corner of said Oscar Goff's land; Thence with the line of said Goff's lot N. $67\frac{3}{4}$ W. 26 poles to the beginning, containing $2\frac{6}{100}$ acres of land.

Among the persons named herein, and in the following proportions, to wit:

- To Samuel H. Buffington one third ($\frac{1}{3}$) part.
- " George W. Buffington one third ($\frac{1}{3}$) part.
- " Charles W. Southard one third ($\frac{1}{3}$) part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money; and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas at the Court House in Marysville, this 9th day of September A.D. 1896.



J. V. Correll Clerk
By Jas. A. Kinnell Deputy

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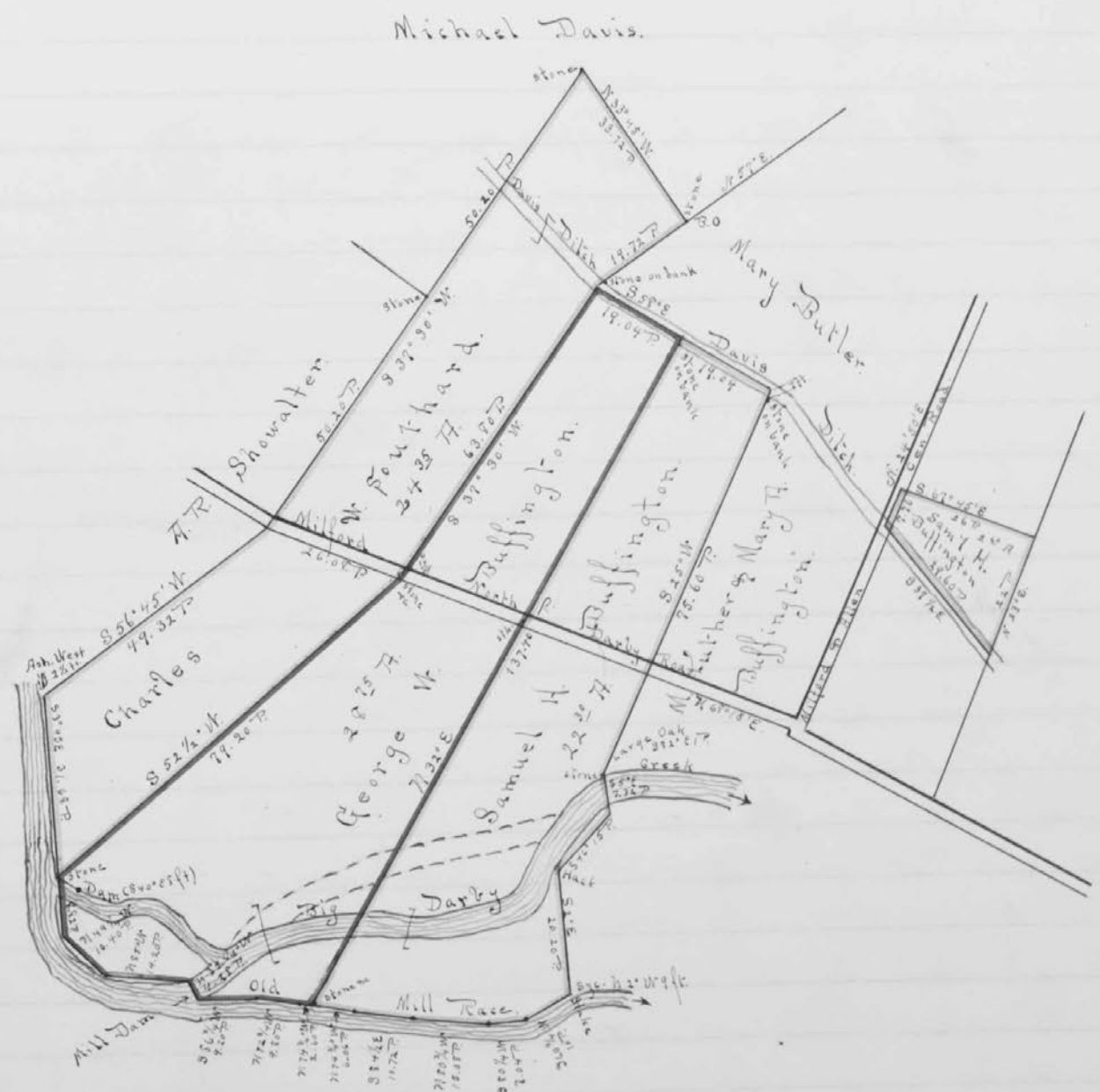
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	Total	6	00
Commissioner's	Surveyor's Cost	\$	25 50

The State of Ohio, Union County, ss:
 As commanded by the foregoing Writ
 of Partition, I have executed the same by the parties
 of Chas. Kennedy, William Hopkins and John R. Taylor
 causing said partition to be made, as will appear
 by the report of the Commissioners herewith returned.
 Given under my hand this day of
 September A. D. 1896.
 Wm. S. Lundy, Sheriff.

Report: Charles W. Southard
 7144 vs
 Samuel Buffington et al

Union County, ss.
 Court of Common Pleas.

According to the command of the writ of Partition in
 this case issued, and on the call of the Sheriff of said County, we, the under-
 signed, Commissioners, after being first duly sworn, and upon actual view of
 the premises, do make partition as shown by the following plat and the
 description thereto attached:



We set off and assign to Samuel H. Buffington the following premises;

Situate in the County of Union, State of Ohio, and Township of Union, and part of Survey No. 4278.

Beginning at a stone on the north bank of the Mill race at the south east corner of a road set off and assigned to George W. Buffington; thence N. 82° E. 137² poles to a stake in the center of the Davis County Ditch (passing over a stone on the bank.) thence down said ditch S. 58° E. 19² poles to a stake (a stone on the bank bears S. 25° N. 7 feet) north west corner to the lands formerly conveyed to W. Luther Buffington and Mary A. Buffington; thence with the line of said land S. 26° W. 78² poles to a stone on the bank of Big Darby Creek (witness oak S. 82° E. 1 pole) thence S. 6° E. 7² poles to a stake; thence S. 46° N. 15 poles to a Hackberry; thence S. 2° E. 20² poles to a stake (by course N. 2° W. 9 feet) on the bank of the Mill Race; thence up said Mill Race to the place of beginning. Containing 22² Acre.

Also the following:

Situate in the County of Union, State of Ohio, and part of Survey No. 4278, and bounded and described as follows;

Beginning at a stake and stone southwesterly corner of lands conveyed by the heirs of Samuel Buffington to Oscar Goff and in the center of the Milford Center and Allen Center Gravel Road; thence with the center of said road S. 24° 50' W. 77² poles to a stake in the center of the Davis County Ditch in the line of lands conveyed to Luther and Mary A. Buffington; thence with the center of said Ditch S. 37° 30' E. 29² poles to the west line of Hiram Downer's land; thence with said Downer's land N. 23° E. 22 poles to a stone and piece of brick south east corner of said Oscar Goff's land; thence with the line of said Goff's land N. 67° 45' W. 26 poles to the beginning. Containing 2⁶ Acre of land.

We set off and assign to George W. Buffington the following premises:

Situate in the County of Union, State of Ohio, and Union Township, and part of Survey No. 4278:

Beginning at a stone on the north bank of Big Darby Creek and southerly corner to the road set off and assigned to Charles W. Southard; thence with the line of said road N. 62° 30' E. 79² poles to a stone in the center of the Milford and North Darby Gravel Road; thence N. 37° 30' E. 63.80 poles to a stake in the center of the Davis County Ditch (a stone on the bank bears N. 57° E.) thence down the center of said ditch S. 58° E. 19.24 poles to a stake (a stone on the bank bears S. 32° W.) north west corner to a road set off and assigned to Samuel H. Buffington; thence with the west line of said road S. 32° W. 137² poles to a stone on the bank of the Mill Race, southwesterly corner to said road; thence up said Mill Race to the south east corner of the old Mill Dam; thence across said dam N. 35° 15' W. 4² poles to a stake on the north bank of said Creek; thence up said Creek to the place of beginning, Containing 28² Acre.

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It is set off and assign to Charles W. Southard the follow-
ing premises:

Situate in the County of Union, State of Ohio, and Union
Township and part of Survey No. 4275.
Beginning at a stake (Ash bears N. 2 1/2 feet original tree) on
the bank of Big Darby Creek southerly corner of A. Shwallers land;
thence with the easterly line of said land N. 56° 45' E. 49.22 poles to
a stone in the center of the Guilford and North Darby Gravel Road;
thence N. 37° 30' E. 120.40 poles to a stone corner to Michael Davis' land;
thence S. 33° 45' E. 33.72 poles to a stone and large Bur oak stump,
another corner to said Davis' land in the westerly line of Henry
Butlers' land; thence with the westerly line of said land S. 57° W:
19.72 poles to a stake in the center of the Davis County Ditch (a stone
on the bank bears N. 57° E.) a corner to said Butlers' land and the
southerly corner to the land this day set off and assigned to George
W. Buffington; thence with the westerly line of said tract S. 37° 30' W:
63.50 poles to a stone and brick in the center of said Guilford and
North Darby Road; thence S. 52° 30' W: 79.22 poles to a stone and brick
on the bank of said Big Darby Creek; thence up the creek with the mea-
suring to the place of beginning. Containing 243 1/2 Acres of land.

Given under our hands this 17th day of September A. D. 1896.

Charles Kennedy,
Cameron Hopkins, } Commissioners.
John B. Taylor. }

Entry
7144

On the 16th day of September A. D. 1896, the following Entry was
filed by the Clerk of this Court, to-wit:

Charles W. Southard vs Samuel Buffington et al
County of Common Pleas
Union County, Ohio.

On motion to the Court by the plaintiff and
upon producing the return of the Sheriff and the report of the Com-
missioners heretofore appointed herein, and the same having been
examined by the Court, and found in all respects correct and in
conformity to law and the former order of this Court, the said pro-
ceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said parties hold
in severally the parts and premises so set off and assigned to each
respectively.

And it is further ordered that the cost of this action inclu-
ding a Counsel fee of \$108.00 to Cameron and Cameron, Attorneys for
services herein taxed at \$154.87 be paid by the said parties in the fol-
lowing proportions to-wit: The plaintiff one third and each defendant
one third thereof. And execution is awarded for the costs so taxed.

Attest
J. N. Gornall
Clerk.



Please continued and held at the Court House in
Craneyville, within and for the County of Union, in the South Judicial
District of the Court of Common Pleas of the State of Ohio, before
the Honorable John A. Price, Judge of said Court, of the Term of Sept-
to-wit: on the 7th day of September in the year of our Lord One
Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 29th day
of May, A. D. 1896, Emma Bower filed in the Clerk's office of the
said Court of Common Pleas, the following Petition against Caroline
Livingston, to-wit:

Petition
7117

Emma Bower
vs
Catherine Livingston
Court of Common Pleas
Union County, Ohio.

On the 13th day of March, 1895, plaintiff purchased
from the defendant the following premises situate in the County of
Union and State of Ohio, described as follows:

Being all of Lot number Seven hundred (700) in Henry D.
Dearholt's Addition to the Village of Richmond Union County, Ohio.

That plaintiff paid said defendant for said premises the
sum of Two Hundred and Twenty Five Dollars, and said defendant
executed and delivered to plaintiff her certain warranty deed
executed by said Catherine Livingston and Cornelius Livingston her
husband on the 13th day of March 1895, thereby conveying said prem-
ises to this plaintiff in fee simple.

That among the covenants contained in said deed and
entered into by said defendant was the following "That she is the
true and lawful owner of the said premises and has full power
to convey the same, that the title so conveyed is clear free and
unincumbered, and further that she will warrant and defend
the same against all claim, or claims of all persons whomsoever.

That at the time of the execution and delivery of said
deed by said defendant to this plaintiff and defendant was not
presented of, nor was the owner of a good and sufficient title to
said premises above described, but on the contrary one Dora B.
Miller was the true and lawful owner of a title paramount to
that of said defendant and that by reason of said paramount
title or owned by said Dora B. Miller, this plaintiff was ousted and
dispossessed of said premises by due course of law by the said
Dora B. Miller, and that the covenants so made in heretofore
stated has been wholly broken by said defendant.

That on or about August 28th 1895, plaintiff duly notified
defendant of the action of said Dora B. Miller in the Union
County, Ohio, Common Pleas Court, for the recovery from her of
the possession of the above described premises and requested her
to defend the same for plaintiff, which defendant wholly failed
to do, and in and about defending said action which this plain-
tiff did in good faith as best she could, this plaintiff expen-
ded money and time all of which amounts to the value of
Thirty Five Dollars.

Plaintiff further says that the costs of said suit in the

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sum of \$10⁰⁰ were taxed to her.

That by reason of the promises and of the facts herein stated and the breach of covenant by said defendant, plaintiff has sustained damages in the sum of Two Hundred and Twenty Five Dollars, for which sum with interest from July 22nd 1895; together with the said sum of Thirty Five Dollars for money and time expended in defending said action of said Dora B. Killion and for the costs of said suit taxed against her in the sum of \$10⁰⁰.

She prays judgment against said defendant.

J. L. Jolliff
Atty. for Plf.

State of Ohio, Linn County, ss:

Emma Bower being first duly sworn says she is the plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing pleading are as she believes true.

Emma Bower.

Sworn and subscribed to before me this 28th day of May, 1896.

W. H. Tice.

Justice of the Peace.

Receipt. To the Clerk.

Issue Summons for defendant returnable according to law. Endorse for Money \$275⁰⁰.

J. L. Jolliff
Attorney for Plaintiff

Summons. The State of Ohio, Linn County.

To the Sheriff of Linn County:

You are hereby commanded to notify Catherine Livingston that she has been sued by Emma Bower in the Court of Common Pleas of Linn County, and must answer by the 27th day of June A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 8th day of June A. D. 1896.

Witness my hand and the seal of said Court.

This 29th day of May, A. D. 1896.

J. W. Hornell Clerk.

Sheriff's Return

Sheriff's Fee	\$	00
Service & Return		50
Outage	2	64
Copy		15
Total	\$	3 29

The State of Ohio, Linn County.

Received this writ June 1st A. D. 1896. at 8 O'clock A. M. and served same by handing a true copy of this writ with the undermentioned return to Catherine Livingston personally on the 6th day of June 1896.

Wm. S. Indgrass Sheriff.

Entry 7117

On the 15th day of September A. D. 1896 the following Entry was filed by the Clerk of this Court, to-wit:

Emma Bower vs
Catherine Livingston
Court of Common Pleas,
Linn County, Ohio.

Now comes the plaintiff by her attorney, and the

Defendant being in default for answer and demurrer, the Court find that she is indebted to the plaintiff in the sum of Two Hundred and Forty & 3/100 Dollars. (\$247.37).

It is therefore considered by the Court that the said plaintiff Emma Bower recover from the defendant Catherine Livingston the said sum of Two Hundred and Forty & 3/100 Dollars and her costs herein expended.

Approved,

J. F. Miller
Atty. for Deft.

Attest,

J. N. Gornall
Clk.

~~~~~  
Court continued and held at the Court house in Mansville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court, of the Term of September, to-wit: on the 17th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 13th day of July A. D. 1895, Dora B. Miller filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Emma Bower, Abraham Butler and Susan Butler, to-wit:

Dora B. Miller, a minor,  
by William W. Elroy,  
her guardian.

Court of Common Pleas,  
Union County, Ohio.

Petition.  
6931

vs  
Emma Bower,  
Abraham Butler  
Susan Butler

Plaintiff is under eighteen years of age and brings this action by William W. Elroy, her guardian, duly appointed by the Probate Court of Union County, Ohio, on the 24th day of February, 1893, and thereupon duly qualified.

Plaintiff has a legal estate in and is entitled to the possession of the following described real estate, to-wit:

Situate in the Village of Richwood and in said County of Union and State of Ohio, and being all of lot numbered Seven Hundred in Henry S. Marriott's Addition to said Village as described on the recorded plat of said addition.

The defendant Emma Bower claims title to said property, and the defendants Abraham Butler and Susan Butler occupy it as her tenants, and together they unlawfully keep the plaintiff out of possession thereof.

Prize  
6931

Summons.

Shiff's  
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Therefore plaintiff asks judgment for possession of said property.

J. F. Miller  
Atty. for Plf.

The State of Ohio, Linn County ss:

William W. Elroy, being first duly sworn, says that he is the duly appointed guardian of the plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing petition are, as he verily believes true.

Wm W. Elroy

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 1895:

Seal

A. V. Spicer  
Notary Public.

Notary Fee \$0.25

On the 13<sup>th</sup> day of July A.D. 1895, the following Receipt was filed by the Clerk of this Court, to-wit:

|                 |                                                                                                                         |                                              |
|-----------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Receipt<br>6931 | Dora B. Miller, a minor, by<br>William W. Elroy, her guardian<br>vs<br>Emma Bower, Abraham Butler,<br>and Susan Butler. | Court of Common Pleas,<br>Linn County, Ohio. |
|-----------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|

To the Clerk of said Court:

Issue Summons in the above entitled action for the above named defendants, Emma Bower, Abraham Butler and Susan Butler, directed to the Sheriff of Linn County, and returnable according to law.

J. F. Miller  
Atty. for Plf.

Summons.

On the 13<sup>th</sup> day of July A.D. 1895, the following Summons was issued to the Sheriff of Linn County, to-wit:

The State of Ohio, Linn County, ss:

To the Sheriff of Linn County:

You are hereby commanded to notify Emma Bower, Abraham Butler and Susan Butler that they have been sued by Dora B. Miller a minor by William W. Elroy her guardian in the Court of Common Pleas of Linn County, and must answer by the 10<sup>th</sup> day of August A.D. 1895; or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 22<sup>nd</sup> day of July A.D. 1895.

Witness my hand and the seal of said Court, this 13<sup>th</sup> day of July A.D. 1895.

Seal

J. N. Gosnell Clerk

Sheriff's Return.

|                |    |    |
|----------------|----|----|
| Sheriff's Fees | \$ | 00 |
| Linn & Return  |    | 00 |
| Mileage        | 2  | 72 |
| Copy           |    | 45 |
| Total          | 3  | 97 |

The State of Ohio, Linn County, ss:

Received this writ July 13<sup>th</sup> 1895, at 3 O'clock P.M. and served same by delivering a true copy of this writ with the indorsements thereon to Emma Bower, Abraham Butler and Susan Butler personally on the 20<sup>th</sup> day of July 1895.

Wm. C. Lowry, Sheriff.

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plaintiff

On the 9<sup>th</sup> day of September A. D. 1895, the following Petition was filed by the Clerk of this Court, to-wit:

Petition  
6931  
Dora B. Miller a minor by  
William W. Clegg, her guardian. || Court of Common Pleas,  
Union County, Ohio.

Emma Bower et al

This day came the defendant by their Attorney, and moved the Court for leave to file Answer herein.

Thereupon the Court being fully advised in the premises do grant such leave to file Answer instantly, and Answer filed

J. L. Jelliffe & L. Piper  
Attys. for Defs.

On the 9<sup>th</sup> day of September A. D. 1895, the following Answer was filed by the Clerk of this Court, to-wit:

Answer  
6931  
Dora B. Miller et al. || Court of Common Pleas,  
Union County, Ohio.

Emma Bower et al.

And now come the said defendants Emma Bower, Abraham Butler and Susan Butler, and for answer to plaintiff's petition; says:

They deny that the plaintiff is seized in fee simple of the premises in the petition described; and deny that the plaintiff is entitled to the possession of said premises.

Said defendant Emma Bower further answering said petition or says: that on the 13<sup>th</sup> day of March A. D. 1895, one Catherine Livingston and Cornelius Livingston her husband were in possession of the real estate in the petition described and claimed by the plaintiff.

That the defendant Emma Bower believing the said Catherine Livingston to be the owner thereof on said day purchased said real estate from the said Catherine Livingston for the sum of Two Hundred and Twenty-Five Dollars (\$225.00) and received from her and Cornelius Livingston her husband a deed of that date duly executed and acknowledged, which deed contained a covenant that she was seized in fee of said premises and that they were free from all incumbrances.

That on said "3" day of March A. D. 1895, the said defendant actually paid the said Catherine Livingston the sum of Two Hundred and Twenty-Five Dollars (\$225.00) for said premises, having no notice, whatever at the time of receiving said deed or of payment of said purchase money, of any claim, right, title or interest of the plaintiff or any other person in said real estate, except the said Catherine Livingston, her husband.

J. L. Jelliffe & L. Piper  
Attys. for Defendants.

State of Ohio, Union County, ss:

Emma Bower, being duly sworn according to law, says that the facts stated and allegations in the foregoing answer are true as she verily believes.

Emma Bower.

in my

Reply  
6931

filed by  
Dora B. Miller

William W. Clegg

Emma Bower  
and Susan Butler

defendant

full legal

in her

of the

Recorder

November

page 567

petition

State of

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action,

foregoing

this 14<sup>th</sup>

Entry  
6931

filed by  
Dora B. Miller

William W. Clegg

Emma Bower  
and Susan Butler

of October

argued

motion  
in, and  
described  
keep her



Sworn to before me by Emma Bower and by her signed in my presence this 5<sup>th</sup> day of September, A.D. 1896.

R. G. Cook

Notary Public.

Seal

On the 15<sup>th</sup> day of September A.D. 1896, the following Reply was filed by the Clerk of this Court, to-wit:

Reply  
6931

Dora B. Miller, a minor, by  
William W. Elroy her guardian.

vs

Emma Bower, Abraham Butler  
and Susan Butler.

Court of Common Pleas,  
Knox County, Ohio.

Plaintiff denies each and every allegation in defendant's answer contained; and avers that all persons have had full legal notice of her title and estate in said property described in her petition herein since the 5<sup>th</sup> day of October, 1892, by virtue of the presentation for record on said day of her deed thereto to the Recorder of Knox County, Ohio, which deed was on the first day of November, 1892, duly recorded by him in volume numbered 38 at page 567 of the records of Deeds of Knox County, Ohio.

Wherefore plaintiff asks judgment as prayed for in her petition.

J. F. Miller  
Atty. for Plf.

State of Ohio, County of Knox, ss:

William W. Elroy, being first duly sworn, says that he is the duly appointed guardian of the plaintiff in the above entitled action, and that the facts stated and allegations made in the foregoing pleading are, as he verily believes, true.

W. W. Elroy.

Sworn to before me, and subscribed in my presence this 14<sup>th</sup> day of September, 1896.

Seal

George Smith  
Notary Public

On the 30<sup>th</sup> day of October A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
6931

Dora B. Miller, a minor by  
William W. Elroy her guardian.

vs

Emma Bower, Abraham Butler  
and Susan Butler.

Court of Common Pleas,  
Knox County, Ohio.

This cause coming on for hearing this 3<sup>rd</sup> day of October, 1896, and a jury being waived, was submitted and argued to the Court upon the pleadings and evidence; on consideration whereof the Court find that the plaintiff has a legal estate in, and is entitled to the immediate possession of, the real property described in the petition herein, and that the defendants unlawfully keep her out of the possession of said property.

It is therefore considered and decreed by the Court that the

plaintiff recover from defendant the real property described in the petition, to-wit:

All of lot numbered seven hundred (700) in Henry J. Marriotts Addition to the Village of Richmond, Union County, Ohio, as the same is designated and described on the recorded plat of said addition; together with her costs herein expended amounting to \$

And it is ordered that a writ issue to the Sheriff of Union County to put said plaintiff in possession of said premises, when rights of occupying claimants have been fully adjusted.

It is further ordered and decreed that the defendant Emma Bower be subrogated to all the rights and equities of Lewis C. Beem at the time plaintiff became entitled to the possession of said property, to-wit, on the 9th day of November, 1892, and that said Emma Bower have and hold whatever lien he, the said Lewis C. Beem, then had on said premises, together with interest thereon from said date.

J. F. Miller  
Atty. for Plf.

L. Piper  
Counsel for Defs.

On the 2nd day of December A.D. 1895, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
6931

Dora B. Miller et al. vs Emma Bower et al.  
Court of Common Pleas,  
Union County, Ohio.

This day came the said Emma Bower and made application for the valuation of improvements and assessment of damages under the Statute for relief of occupying claimants upon the premises in the petition described.

And the Court having considered said application and being of opinion that the said Emma Bower is entitled to relief in that behalf.

It is ordered that further proceedings be allowed in the premises agreeably to the provisions of that statute in such case made and provided.

L. Piper  
Atty. for Defs.

On the 8th day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
6931

Dora B. Miller vs Emma Bower et al.  
Court of Common Pleas  
Union County, Ohio.

This 8th day of September, 1896, came both parties herein, by their attorneys, in open Court and agreed that this action be dismissed as settled at defendant's cost. It is therefore considered and adjudged that this action be dismissed and that plaintiff recover from defendant her costs herein expended taxed at \$10.96.

Attest, J. N. Haenel  
Clerk.

Approved L. Piper, Atty. for Defs.

within and  
the Court  
John B.  
the 7th  
Hundred

December  
the said  
Oliver P.

Petition  
7010

Samantha

Oliver P.

Mary B.

John B.

Catharine D.

Mary S.

Susan M.

Freddie K.

Mary B.

John B.

William B.

Asa S.

Minnie

Maud S.

Drable S.

Ashton S.

Joseph S.

Wiley S.

Lou S.

Ella S.

Osace S.

Mary S.

Bertha S.

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Please continued and held at the Court House in Waverly, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court, of the Term of September, 1895; on the 7<sup>th</sup> day of September in the year of our Lord One Thousand Eight Hundred and Ninety Five.

Be it remembered that heretofore to-wit, on the 11<sup>th</sup> day of December, A. D. 1895; Samantha Richie filed in the Clerk's office of the said Court of Common Pleas, the following petition against Oliver P. Smart et al. to-wit:

Petition  
7010

Samantha Richie  
vs  
Oliver P. Smart,  
Mary Bell,  
John Bell,  
Catherine Jane Buckinridge,  
Mary Smart,  
Susan M<sup>c</sup> Korgan,  
Freddie M<sup>c</sup> Korgan,  
Mary Buckinridge,  
John Buckinridge,  
William Buckinridge,  
Asa Smart,  
Winnie Smart,  
Maud Smart,  
Orable Smart,  
Ashten Smart,  
Joseph Smart,  
Wiley Smart,  
Lou Smart,  
Ella Fowler,  
Isaac Smart,  
Mary Smart,  
Bertha Smart,  
Melvin Smart,  
Ettie M<sup>c</sup> Kitrick  
Ina M<sup>c</sup> Kitrick  
Mary M<sup>c</sup> Kitrick

Court of Common Pleas,  
Union County, Ohio.

Petition.

The plaintiff says; that on the 24<sup>th</sup> day of June, 1895; John S. Smart; father of plaintiff, died leaving plaintiff and the defendants Oliver P. Smart; Catherine Jane Buckinridge, Asa Smart; Joseph Smart; Isaac Smart; Ettie M<sup>c</sup> Kitrick and Susan M<sup>c</sup> Korgan his only children and Mary A. Bell and John Bell, his grand children, they being his only heirs and legal representatives.

The said John S. Smart also left Mary Smart his widow. On the 9<sup>th</sup> day of July, 1895, a certain paper writing purporting to be the last will and testament of said John S. Smart, bearing date of the 13<sup>th</sup> day of June, 1894, was presented to, and admitted to probate by, the Probate Court of this County and is recorded in volume F. page 439 of the records of wills in said Court

and letters testamentary thereon were issued by said Court to the defendants, Asa Smart and Isaac Smart, who thereupon qualified.

By the terms of said paper writing the above named defendants are named as the several legatees and devisees of said John S. Smart.

Said paper writing is not the last will and testament of said John S. Smart but said John S. Smart at the date of said paper writing was out of sound mind and memory, but, by reason of extreme age, protracted sickness and insane delusions was mentally incapacitated from making a will or a proper distribution of his property.

Said paper writing was not legally executed, witnessed or acknowledged by law.

Plaintiff therefore prays that an issue be made up as to whether said paper writing is the last will and testament of said John S. Smart and that it be set aside; that the same be found and declared not the last will and testament of said John S. Smart and for such further and other order and relief authorized by law.

Cameron & Cameron  
Attorneys for Plaintiff.

State of Ohio, Union County, ss:

Samantha Richie, being first duly sworn, says: that the facts and allegations set forth in this her petition are true as she verily believes.

Samantha Richie

Sworn to before me and signed in my presence, this 11<sup>th</sup> day of December, 1895.

Seal

J. W. Kennedy  
Notary Public.

On the 11<sup>th</sup> day of December A.D. 1895; the following Precept was filed by the Clerk of this Court, to-wit:

Precept  
7010

Samantha Richie  
vs  
Oliver P. Smart et al  
Court of Common Pleas,  
Union County, Ohio.

To the Clerk: Issue Summon for the following defendants to-wit:

To the Sheriff of Delaware County, Ohio, for Mary C. Bell, Susan W. Kirgan, Freddie W. Kirgan minor under 14 years of age;

To the Sheriff of Auglaize County Ohio, for Isaac Smart, Bertha Smart, Orlin Smart minor over 14 years of age, and Mary Smart minor under 14 years of age.

To the Sheriff of Franklin County, Ohio, for Catharine J. Breckinridge, Mary Breckinridge, John Breckinridge and William Breckinridge.

To the Sheriff of Union County Ohio, for Asa Smart, Minnie Smart, Grand Smart minor over 14 years of age, Mable Smart minor over 14 years of age, Ashton Smart minor over 14

years of  
Kittick,  
minor

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Smart,  
minor  
of age;  
Isaac W.  
minor  
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W. Kittick

Summons was issued  
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Mr. Kir  
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Court  
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plaintiff

years of age, Joseph Smart, Wiley Smart, Lou Smart, Lettie M<sup>c</sup>. Kitchick, Oma M<sup>c</sup>. Kitchick minor under 14 years of age, Mary M<sup>c</sup>. Kitchick minor under 14 years of age, Mary Smart.

To the Sheriff of McDonough County, Illinois for John Bell.

To the Sheriff of Montgomery County, Kansas for Oliver P. Smart.  
 Make summons returnable according to law.

Sammou & Cameron  
 Attorneys for Plaintiff.

Summons. On the 11<sup>th</sup> day of December A.D. 1895; the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Asa Smart, Winnie Smart, Grand Smart minor over 14 years of age; Melum Smart minor over 14 years of age; Ashton Smart minor over 14 years of age; Joseph Smart, Wiley Smart, Lou Smart, Lettie M<sup>c</sup>. Kitchick, Oma M<sup>c</sup>. Kitchick minor under 14 years of age; Mary M<sup>c</sup>. Kitchick minor under 14 years of age and Mary Smart that they have been sued by Samantha Richie in the Court of Common Pleas of Union County, and must answer by the 11<sup>th</sup> day of January A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23<sup>rd</sup> day of December, A.D. 1895.

Witness my hand and the seal of said Court;

this 11<sup>th</sup> day of December A.D. 1895.

J. H. Gosnell Clerk

The State of Ohio Union County, ss:

Sheriff's Return.

|                   |   |     |
|-------------------|---|-----|
| Sheriff's Fees    | 8 | cts |
| Service & Return. | 2 | 60  |
| Mileage           | 2 | 80  |
| Copy              | 2 | 25  |
| Total             | 7 | 65  |

Received this writ December 12<sup>th</sup> A.D. 1895; at 8 O'clock A.M. and served same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named defendants, Lettie M<sup>c</sup>. Kitchick, Oma M<sup>c</sup>. Kitchick and Mary M<sup>c</sup>. Kitchick, and Mary Smart who I handed a copy personally and by leaving a copy at the usual place of residence of J. S. M<sup>c</sup>. Kitchick who is the father of Oma M<sup>c</sup>. Kitchick and Mary M<sup>c</sup>. Kitchick.

Wm. S. Swadlow Sheriff.

Summons. On the 11<sup>th</sup> day of December A.D. 1896, the following Summons was issued to the Sheriff of Delaware County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Delaware County:

You are hereby commanded to notify Mary B. Bell, Susan M<sup>c</sup>. Kirgan, Freddie M<sup>c</sup>. Kirgan minor under 14 years of age; Ella Honiter that they have been sued by Samantha Richie in the Court of Common Pleas of Union County, and must answer by the 11<sup>th</sup> day of January A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23<sup>rd</sup> day of December A.D. 1895.

Witness my hand and the seal of said Court, this 11<sup>th</sup> day of December, A.D. 1895.

J. H. Gosnell Clerk.

The State of Ohio, Delaware County.

Sherriff's Return.

|                  |    |     |
|------------------|----|-----|
| Sherriff's Fee   | 8  | cts |
| Postage          | 04 |     |
| Service & Return | 50 |     |
| Additional Dfts. | 60 |     |
| Mileage          | 1  | 60  |
| Doc. & Ind.      | 40 |     |
| Copy             | 1  | 25  |
| Total            | 4  | 37  |

Received this writ December 12<sup>th</sup> A.D. 1895, at 3 o'clock P.M. and on the 14<sup>th</sup> day of Dec. A.D. 1895, I served this writ on the within named defendants Mary C. Bell, Susan W. Kirgan, Ella Smiler and Freddie W. Kirgan a minor under 14 years of age, by delivering to them each personally a true and duly certified copy of this writ, with all the endorsements thereon.

James W. Kirgan, with whom said Freddie W. Kirgan resides, personally, a true and duly certified copy of this writ with all the endorsements thereon.

Stephen P. Small Sheriff.

Summons.

On the 11<sup>th</sup> day of December, A.D. 1895, the following summons was issued to the Sheriff of Auglaize County, to-wit:

The State of Ohio, Linn County.

To the Sheriff of Auglaize County:

You are hereby commanded to notify Isaac Smart, Bertha Smart, Melvin Smart minor over 14 years of age and Mary Smart minor under 14 years of age that they have been sued by Samantha Richie in the Court of Common Pleas of Linn County, and must answer by the 11<sup>th</sup> day of January A.D. 1895; if the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23<sup>rd</sup> day of December A.D. 1895.

Witness my hand and the seal of said Court, this 11<sup>th</sup> day of December, A.D. 1895.

J. H. Gosnell Clerk.

The State of Ohio, Auglaize County.

Sherriff's Return.

|                  |   |     |
|------------------|---|-----|
| Sherriff's Fee   | 8 | cts |
| Service & Return | 1 | 10  |
| Mileage          | 2 | 70  |
| Copies           |   | 85  |
| Doc. Ind. &c.    |   | 25  |
| Total            | 4 | 60  |

Received this writ December 12<sup>th</sup> A.D. 1895, at 7 o'clock A.M. and on the 16<sup>th</sup> day of December, 1895, I served this writ on the within named Isaac Smart, Bertha Smart, Melvin Smart a minor over 14 years of age and Mary Smart a minor under 14 years personally by handing to each of them a certified copy of this writ with the endorsements thereon; on same day I served this writ on Isaac Smart the father of said minor, personally by handing to him a certified copy of this writ with the endorsements thereon.

Chas W. Nichols

Sheriff of Auglaize County Ohio.

Summons.

was issued The State

Mary C. Bell Susan W. Kirgan Ella Smiler and Freddie W. Kirgan a minor

of Dec

Sherriff's Return.

Sherriff's Service & Return. Doe. Additional And Mileage Postage Copy

Certified place of

Writor

in this 16<sup>th</sup> day

Writor.

service made of Dec

Summons 70 10

filed by Samantha

Oliver

W. C. Tuttle and as this writ known on each an

Summons.

On the 11<sup>th</sup> day of December A.D. 1895, the following summons was issued to the Sheriff of Franklin County, to-wit:  
The State of Ohio, Union County.

To the Sheriff of Franklin County:

You are hereby commanded to notify Catharine J. Breckinridge, Mary Breckinridge, John Breckinridge and William Breckinridge that they have been sued by Samantha Richie in the Court of Common Pleas of Union County, and must answer by the 11<sup>th</sup> day of January A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23<sup>rd</sup> day of December A.D. 1895.

Witness my hand and the seal of said Court, this 11<sup>th</sup> day of December A.D. 1895.

J. N. Russell Clerk

Sheriff's Return.

| Sheriff's Fees   | \$       | Cts.      |
|------------------|----------|-----------|
| Service & Return |          | 50        |
| Doe.             |          | 16        |
| Additional Dfts. |          | 45        |
| And              |          | 20        |
| Mileage          | 3        | 80        |
| Postage          |          | 04        |
| Copy             |          | 20        |
| <b>Total</b>     | <b>5</b> | <b>33</b> |

The State of Ohio, Franklin County.

Received this writ December 12<sup>th</sup> A.D. 1895, at 5 o'clock P. M. and served same on the 21<sup>st</sup> day of December A.D. 1895. I served the same by personally handing a true and duly certified copy of this writ with all the indorsements thereon to each of the following of the within named defendants, Catharine Breckinridge, Mary Breckinridge, and John Breckinridge.

I also on the same day left a true and duly certified copy of this writ with all the indorsements thereon at the usual place of residence of the within named defendant William Breckinridge.

James Ross Sheriff  
W. M. Shuckley Deputy.

Waiver

I hereby waive service of summons, and enter my appearance in this action, due and legal service being hereby acknowledged this 16<sup>th</sup> day of December, 1895.

Olivier P. Smart.

Waiver.

Service of summons is hereby acknowledged, and all further service waived and my appearance entered in said case this 21<sup>st</sup> day of December, 1895.

John Bell

Answer.

On the 8<sup>th</sup> day of September A.D. 1895, the following answer was filed by the Clerk of this Court, to-wit:

Samantha Richie vs  
Catharine J. Breckinridge, Mary Breckinridge, John Breckinridge and William Breckinridge

Oliver P. Smart et al

Now comes Freddie McKeegan, Mary Smart, Emma McKittrick, Mary McKittrick, Oliver Smart, Claude Smart, Mabel Smart and Ashton Smart by Joseph M. Kennedy their guardian for this suit and for their answer say that they are minors and know nothing about the facts stated in the petition and they deny each and every allegation set forth in the petition and ask the protection of the Court. J. M. Kennedy Guardian ad litem for infant defendants.

on the Court, this 1896. 12<sup>th</sup> A.D. day of Dec. in named ... under ... persons ... with all ... Sheriff. Summons ...; Bertha ... Mary Smart ... Samantha ... and ... the peti- judgment ... mous on ... Court, ... 1895. Clerk. 12<sup>th</sup> A.D. day of ... Smart ... Smart a ... ing to ... the father copy of ... of ... County Ohio.

Entry  
7010

On the 8<sup>th</sup> day of September A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:  
Samantha Richie  
vs  
Oliver P. Smart et al  
Court of Common Pleas,  
Union County, Ohio.

It appearing to the Court that the defendants Freddie W. Korgan, Mary Smart, Ina W. Kitch and Mary W. Kitch are minors under the age of fourteen years, and have been duly and legally served with summons herein, and that Willie Smart, Claude Smart, Label Smart and Ashton Smart are minors over fourteen years of age and have been legally served with summons herein, and that more than twenty days from the return of summons served upon said minors has elapsed and that some of said minors have applied to this Court for the appointment of a guardian ad litem, on motion of the plaintiff Joseph W. Kennedy is hereby appointed guardian for the suit for said minor defendants. And now comes the said Joseph W. Kennedy and in open Court accepts said appointment.

Entry  
7010

On the 15<sup>th</sup> day of September A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:  
Samantha Richie  
vs  
Oliver P. Smart et al  
Court of Common Pleas,  
Union County, Ohio.

It appearing to the Court that the plaintiff in this case seeks to set aside a certain paper writing purporting to be the last will and testament of John S. Smart, late of the County of Union, deceased, which has been admitted to probate, according to the statute in such cases made and provided, and no issue being made up by the pleadings, it is now ordered that the validity of said will be, and it hereby is, put in issue between the parties, and that it be ascertained by the verdict of the jury whether said writing is the last will and testament of said John S. Smart or not.

Verdict:  
Entry  
7010

On the 15<sup>th</sup> day of September A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:  
Samantha Richie  
vs  
Oliver P. Smart et al  
Court of Common Pleas,  
Union County, Ohio.

This day came the parties herein, by their attorneys; also came the following named persons as jurors, to-wit:  
George Stevens, J. R. King, George Burns, William F. Marsh, D. H. Henderson, Albert Bonnet, David A. Herington, B. F. Beem, William L. Cartmell, Joseph Powell, Peter Schietyer and James Shirk, who were duly impanelled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence. And after hearing the evidence, argument, and charge of the Court, the jury retired to their room, in charge of the Sheriff, for deliberation.

Verdict  
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Entry  
7010



And now comes said jury into open Court with their verdict in writing signed by their Foreman and say:

He, the Jury, on the issues joined, find that the paper writing here shown to us and admitted to probate in the Probate Court of Union County, State of Ohio, on the 25<sup>th</sup> day of July 1895, purporting to be the last will and testament and codicil of John S. Smart, deceased, is not the valid last will and testament and codicil of the said John S. Smart, deceased.

David A. Harrington, Foreman.

On the 21<sup>st</sup> day of September A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Entry  
7010

Samantha Richie

Court of Common Pleas,

Union County, Ohio.

vs  
Oliver P. Smart et al

The jury at a former day of this term of Court having rendered their verdict that the paper writing referred to in the petition and exhibited to them is not the last will and testament of John S. Smart deceased and no motion for a new trial having been made.

It is therefore by the Court considered and adjudged that the said paper writing is not the last will and testament of the said John S. Smart deceased.

It is further ordered that the cost of this proceeding be paid out of the estate of said John S. Smart, by his legal representatives.

Attest,

J. N. Gosnell

Clerk.



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Please continued and held at the Court House in  
Carysville, within and for the County of Union, in the Tenth  
Judicial District of the Court of Common Pleas of the State of  
Ohio, before the Honorable John A. Price, Judge of said Court, of  
the Term of September, to-wit: on the 7<sup>th</sup> day of September in  
the year of our Lord, one thousand eight hundred and ninety six.

Be it remembered that herefore to-wit, on the 25<sup>th</sup> day  
of August A. D. 1894, the Live Oak Distilling Company filed in the  
Clerk's office of the said Court of Common Pleas, the following piti-  
on against J. H. Severe et al. to-wit:

Petition  
6788

The Live Oak  
Distilling Company

vs

Court of Common Pleas  
Union County, Ohio.

J. H. Severe,  
N. C. Severe,  
L. J. Tonguet,  
Martha Tonguet  
Henry K. Murphy.

First: The plaintiff a corporation duly incorporated  
under the laws of Ohio, alleges that on the 24<sup>th</sup> day of January  
1894, said J. H. Severe and L. J. Tonguet made and delivered to  
the plaintiff their promissory note, in writing, in the words and  
figures following:

\$335.26

January 24, 1894.

Four months after date on promise to pay to the order  
of the Live Oak Distilling Company Three Hundred and Thirty  
Five & 26/100 Dollars, at Richmond, Ohio.

Value received with interest at 6 per cent. after due.

"J. H. Severe"

"L. J. Tonguet"

Second: To secure the payment of said note said J. H.  
Severe and N. C. Severe and L. J. Tonguet and Martha Tonguet on  
said day executed and delivered to the plaintiff a mortgage deed  
and thereby conveyed to the plaintiff the following described real  
estate situate in the Village of Richmond, in the County of Union,  
and State of Ohio, and being on Lot No. Sixty five, except what  
was conveyed to Mrs. H. Kittinger by J. A. Clark by deed dated April  
5<sup>th</sup> 1875, Recorded in book 41, page 136, Union County Records, and  
excepting what was conveyed by Cook to Cyrus Landow by deed  
dated Nov. 7<sup>th</sup> 1833, Recorded in book 26, pages 199 and 200 in said  
records, and also excepting the north half of the east half of said  
lot now owned by T. C. Owens and also excepting the south half  
of the east half of said lot now owned by J. Curry.

The fractional part of said lot herein conveyed fronts 18 ft.  
in width on Blagone Street and extends back South 15 1/2 feet  
same width then for 9 feet further back it is 16 feet wide, then for  
8 1/2 feet it is 18 feet wide, in length from north to south being  
33 feet, see Richmond plat of said Village for more particular  
description; which deed contained the following condition.

Provided nevertheless that if the said L. J. Tonguet and

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J. H. Severe shall pay or cause to be paid the sum of \$335.26 according to the tenor and effect of a certain promissory note of even date herewith executed by said Tongue and Severe to said Distilling Co. Calling for said sum and due in four months then these presents shall be void.

Third: Said mortgage was duly recorded in the office of the Recorder of real estate mortgages of Union County on the 5<sup>th</sup> day of February, 1894.

Fourth: The said defendants have not paid the amount secured by said mortgage as required by the condition thereof, whereby said mortgage deed has become absolute and there is now due upon said indebtedness the sum of \$335.26 with interest from the 24<sup>th</sup> day of May, 1894.

Fifth: H. K. Murphy has a mortgage on said property and is made a party defendant in this action.

Therefore the plaintiff prays the said H. K. Murphy be required to set up his claim or be forever barred and that an account may be taken of the amount due the plaintiff, that J. H. Severe and N. C. Severe and L. J. Tongue and Martha Tongue may be foreclosed of all equity of redemption or other interest in said mortgaged premises, and that said premises be sold according to law, and out of the proceeds thereof the plaintiff may be paid the amount adjudged to be due him on said note and mortgage with interest and cost of suit.

Second: That J. H. Severe and L. J. Tongue be adjudged to pay any deficiency which may remain after applying the proceeds of said sale to the payment of said debt, and for such other and equitable relief as may be just.

James C. Robinson  
Attorney for Plaintiff.

State of Ohio, Union County, ss:  
I, James C. Robinson, do solemnly swear that I am the attorney of the plaintiff in the above entitled action; that the plaintiff is a corporation, and I believe the facts stated in the foregoing petition to be true.

James C. Robinson.

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of August A.D. 1894.

Wm. A. Phelps  
Notary Public.

Witness.

As the undersigned wain service and enter our appearance in the above action.

J. H. Severe  
N. C. Severe

Summons was issued to the Sheriff of Marion County, to-wit:  
The State of Ohio, Union County.  
To the Sheriff of Marion County:

You are hereby commanded to notify L. J. Tongue and Henry K. Murphy that they have been sued by The Live Oak Distilling Company in the Court of Common Pleas of Union County, and must answer by the 22<sup>nd</sup> day of September A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 3<sup>rd</sup> day of September A.D. 1894.

Witness my hand and the seal of said Court, this 25<sup>th</sup> day of August A.D. 1894.  
J. N. Gosnell Clerk

Sheriff's Return.

|                |    |     |
|----------------|----|-----|
| Sheriff's Fees | \$ | cts |
| Service Return |    | 40  |
| Post & Doc     |    | 30  |
| Mileage        |    | 32  |
| Copy           |    | 36  |
| Total          | 1  | 38  |

The State of Ohio, Union County.

Received this writ August 28<sup>th</sup> 1894, at 9 o'clock A.M. and served same on August 30<sup>th</sup> 1894, by delivering a true and certified copy of this summons to the within named defendant L. J. Tongue personally; the named Henry K. Murphy not found within my bailiwick.

J. B. Rice Sheriff  
By Chas. C. Gosnell Deputy.

Summons was issued to the Sheriff of Richland County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Richland County:

You are hereby commanded to notify Henry K. Murphy that he has been sued by The Live Oak Distilling Company in the Court of Common Pleas of Union County, and must answer by the 6<sup>th</sup> day of October A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17<sup>th</sup> day of September A.D. 1894.

Witness my hand and the seal of said Court, this 3<sup>rd</sup> day of September A.D. 1894.

(Seal)

J. N. Gosnell Clerk  
By J. W. A. Gosnell Deputy

Sheriff's Return

|                |    |     |
|----------------|----|-----|
| Sheriff's Fees | \$ | cts |
| Service Return |    | 55  |
| Indit & Doc    |    | 40  |
| Mileage        |    | 34  |
| Copy           |    | 25  |
| Total          | 1  | 94  |

The State of Ohio, Richland County.

Received this writ Sept. 5<sup>th</sup> A.D. 1894, at 8 o'clock A.M. and served same Sept. 8<sup>th</sup> 1894, on the within named defendant Henry K. Murphy personally by delivering to him a true and certified copy of this writ with all the documents thereon.

J. B. Rice Sheriff

On the 25<sup>th</sup> day of September A.D. 1894, the following summons was issued to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Martha Tongue that she has been sued by The Live Oak Distilling Company to foreclose a mortgage in the Court of Common Pleas of Union County, and must answer by the 22<sup>nd</sup> day of September A.D. 1894, or the

petition rendered

3<sup>rd</sup> day

this 27<sup>th</sup>

filed by The Live

Motion 6788

Distilling Co vs

J. W. A. Gosnell  
L. J. Tongue  
N. E. S...  
Martha  
Henry K.

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filed by The Live

Entry 6788

Distilling Co vs

J. W. A. Gosnell  
L. J. Tongue  
Martha  
N. E. S...  
Henry K.

plaintiff John F for the sought mt.

Court days

petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 30<sup>th</sup> day of September A. D. 1894.

Witness my hand and the seal of said Court, this 25<sup>th</sup> day of September A. D. 1894.

*(Seal)*

J. N. Cornell Clerk

Service of the within summons acknowledged by me this 27<sup>th</sup> day of August, 1894.

Martha Tongue.

On the 5<sup>th</sup> day of October A. D. 1894, the following Motion was filed by the Clerk of this Court, to-wit:

Motion  
6788  
The Live Oak Distilling Company  
vs  
J. W. Swere Ed  
L. J. Tongue  
N. E. Swere Ed  
Martha Tongue  
Henry K. Murphy

Court of Common Pleas,  
Union County, Ohio.

The plaintiff moves the Court to amend its petition herein by interlining the name of John F. Murphy and striking out the name of Henry K. Murphy for the reason that John F. Murphy has a lien on the property sought to be reached by this action and Henry K. Murphy has not.

J. E. Robinson  
Attorney for Plaintiff.

On the 5<sup>th</sup> day of October A. D. 1894, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
6788  
The Live Oak Distilling Company  
vs  
J. W. Swere,  
L. J. Tongue,  
Martha Tongue,  
N. E. Swere Ed  
Henry K. Murphy

Court of Common Pleas,  
Union County, Ohio.

This case came on for hearing upon motion of plaintiff to amend its petition by interlining the name of John F. Murphy and striking out the name of Henry K. Murphy for the reason that John F. Murphy has a lien on the property sought to be reached by this action and Henry K. Murphy has not.

Upon argument of counsel and after due consideration the Court granted leave to plaintiff to amend its petition within 30 days by interlining.

James E. Robinson  
Atty. for Plf.

Summons. On the 5<sup>th</sup> day of October A.D. 1894, the following Summons was issued to the Sheriff of Marion County, to-wit:

The State of Ohio, Marion County.

To the Sheriff of Marion County:

You are hereby commanded to notify John C. Murphy that he has been sued by the Live Oak Distilling Company in the Court of Common Pleas of Marion County, and must answer by the 3<sup>rd</sup> day of November A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 15<sup>th</sup> day of October A.D. 1894.

Witness my hand and the seal of said Court, this 5<sup>th</sup> day of October A.D. 1894.

J. N. Gosnell Clerk  
By J. A. Gosnell Deputy.

Sheriff's Return

|                  |     |    |
|------------------|-----|----|
| Sheriff's Fees   | cts | 00 |
| Postage & Return |     | 16 |
| Mileage          |     | 16 |
| Doc. & Ind.      |     | 25 |
| Copy             |     | 18 |
| Total            |     | 75 |

The State of Ohio, Marion County.

Received this writ October 6, A.D. 1894, at 8 O'clock A.M. and pursuant to its command the within named John C. Murphy was not found within my bailwick.

S. B. Rice Sheriff  
By Chas. E. Gumpf Deputy.

Summons. On the 21<sup>st</sup> day of January A.D. 1896, the following Summons was issued to the Sheriff of Richland County, to-wit:

The State of Ohio, Marion County.

To the Sheriff of Richland County:

You are hereby commanded to notify H. H. Murphy that he has been sued by the Live Oak Distilling Company in the Court of Common Pleas of Marion County, and must answer by the 22 day of February A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 3<sup>rd</sup> day of February A.D. 1896.

Witness my hand and the seal of said Court, this 21<sup>st</sup> day of January A.D. 1896.

J. N. Gosnell Clerk  
By J. A. Gosnell Deputy.

Sheriff's Return

|                  |     |      |
|------------------|-----|------|
| Sheriff's Fees   | cts | 00   |
| Service & Return |     | 55   |
| Mileage          |     | 16   |
| Copy             |     | 30   |
| Total            | \$  | 1 01 |

The State of Ohio, Richland County.

Received this writ Jan. 22, A.D. 1896, at 2 O'clock P.M. and served same Jan. 24, 1896, by leaving at the usual place of residence of the within named Deft. H. H. Murphy, a true and certified copy of this writ with all endorsements thereon.

I therefore returned this writ this Jan. 25, 1896.

J. F. Bevals Sheriff.

Summons.

On the 8<sup>th</sup> day of August A.D. 1896, the following Summons was issued by the Clerk of this Court, to-wit:

The State of Ohio, Marion County.

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Summons

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Entry  
6788

Entry  
6788

Summons  
Murphy  
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on the 15<sup>th</sup>

You are hereby commanded to notify John F. Murphy that he has been sued by The Live Oak Distillery Company in the Court of Common Pleas of Union County, and must answer by the 5<sup>th</sup> day of September A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 17<sup>th</sup> day of August A.D. 1896.

Witness my hand and the seal of this Court, this 8<sup>th</sup> day of August - A.D. 1896.  
J. N. Gosnell Clerk  
By J. A. Gosnell Deputy

Court, this  
Clerk  
Deputy.

Service of the within summons acknowledged this 24<sup>th</sup> day of August A.D. 1896.  
J. F. Murphy.

Summons  
A.D. 1896,  
mand  
not found

On the 17<sup>th</sup> day of August A.D. 1896, the following summons was issued to-wit:  
The State of Ohio, Union County.  
You are hereby commanded to notify Samuel Kramer that he has been sued by The Live Oak Distillery Company in the Court of Common Pleas of Union County, and must answer by the 5<sup>th</sup> day of September A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17<sup>th</sup> day of August, A.D. 1896.  
Witness my hand and the seal of said Court, this 8<sup>th</sup> day of August A.D. 1896.  
J. N. Gosnell Clerk  
By J. A. Gosnell Deputy

Summons  
by that  
the Court  
by the 22<sup>nd</sup>  
plaintiff  
on the 3<sup>rd</sup>

Service of the within summons acknowledged this 12<sup>th</sup> day of August, 1896.  
Samuel Kramer.

Court,  
D. 1896.  
Clerk  
Deputy.

On the 22<sup>nd</sup> day of January A.D. 1896, the following entry was filed by the clerk of this Court, to-wit:

Entry 6788  
The Live Oak Distillery Co. vs J. H. Sever et al  
Court of Common Pleas Union County, Ohio.

at 2 o'clock P. M.  
to the usual  
H. K.  
with

This case coming on for hearing upon motion of plaintiff to amend his petition by interlining and striking out the name John F. Murphy and inserting the name H. H. Murphy. The Court granted said motion and leave is hereby given to plaintiff to amend instant.

ff.  
mons was  
Entry 6788

On the 14<sup>th</sup> day of April A.D. 1896, the following entry was filed by the clerk of this Court to-wit:  
The Live Oak Distillery Co. vs J. H. Sever et al  
Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing upon motion of plaintiff to amend his petition by making John F. Murphy and Samuel Brammer defendants and by setting up the credits on the note described in said petition.

The Court granted motion and leave is given to amend within 30 days.

Amended  
Petition  
6788

On May the 14<sup>th</sup> A. D. 1896, the following Amended Petition was filed by the Clerk of this Court, to-wit:  
The Live Oak Distilling Co. Court of Common Pleas,  
Union County, Ohio.

vs  
J. W. Sever, N. C. Sever,  
L. J. Tongue; Martha Tongue,  
John F. Murphy, Samuel Brammer

First: The plaintiff is a corporation duly incorporated under the laws of Ohio. Alleges that on the 24<sup>th</sup> day of January 1894, the said J. W. Sever and L. J. Tongue made and delivered to the plaintiff their promissory note in writing in the words and figures following:

\$335-26 January 24, 1894.

Four months after date we promise to pay to the order of the Live Oak Distilling Company Three Hundred and Thirty Five & No Dollars, at Richmond, Ohio, Value received, with interest at 6 per cent after due.

"J. W. Sever"  
"L. J. Tongue."

That there are credits on said note as follows:

- Nov. 23-1894, \$100 paid on within.
- Jan. 9-1895 \$15 " " "
- Feb. 22-1895 \$15 " " "
- April 7-1895 \$15 " " "
- May 31-1895 \$15 " " "
- May 7-1896 \$1925 " " "

That there are no other credits on said note.

Second: To secure the payment of said note the said J. W. Sever, N. C. Sever, L. J. Tongue and Martha Tongue on said day executed and delivered to the plaintiff a mortgage deed and thereby conveyed to the plaintiff the following described real estate situated in the village of Richmond, in the County of Union and state of Ohio, and being on Lot No. sixty five except what was conveyed to Mrs. Kettinger by J. A. Clark by deed dated April 5<sup>th</sup> 1873; recorded in book 41, page 136, Union County records and excepting what was conveyed by Cook to Cyrus Landon by deed dated Nov. 7<sup>th</sup> 1868, recorded in book 26 page 199 and 200 in said record and also excepting the north half of the east half of said lot now owned by T. C. Owens, also excepting the south half of the east half formerly owned by O. Curry.

The fractional part of said lot herein conveyed fronts 18 ft. in width on Blagrove St. and extends back south 15 1/2 feet same width then for 9 feet further back it is 16 feet wide,

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then for 8 1/2 feet it is 18 feet wide; the length from north to south being 33 feet: see recorded plat of said village for further reference. Which deed contained the following conditions:

Provided nevertheless that if the said L. J. Tongue and J. W. Severe shall pay or cause to be paid the sum of \$335.00 according to the tenor and effect of a certain promissory note of even date herewith executed by said Tongue and Severe to said Distillery Co. calling for said sum and due in four months, then these presents shall be void.

Third: Said mortgage was duly recorded in the office of the Union County Recorder on the 5th day of Feb. 1894.

Fourth: The said defendants have not paid the amount secured by said mortgage as required by the conditions thereof.

Whereby said mortgage deed has become absolute, and there is now due on said indebtedness the sum of \$183.00 with interest from the 1st day of May, 1896.

Fifth: The said John F. Murphy claims a mortgage on said property prior to that of the plaintiff, and the said Samuel Brammer claims a mortgage on said premises subordinate to that of the plaintiff, and both are made parties defendant in this action.

Therefore the plaintiff prays that the said John F. Murphy and Samuel Brammer be required to set up their respective claims or be forever barred and that an account may be taken of the amount due the plaintiff.

That J. W. Severe, N. E. Severe, L. J. Tongue and Martha Tongue may be foreclosed of all equity of redemption or other interest in said mortgaged premises and that said premises be sold according to law and out of the proceeds thereof the plaintiff may be paid the amount adjudged to be due him on said note and mortgage, with interest and costs of suit.

Second: That J. W. Severe and L. J. Tongue be adjudged to pay any deficiency which may remain after applying the proceeds of said sale to the payment of said indebtedness and prior liens, if any, and for such other and equitable relief as may be just.

Jas. E. Robinson  
Atty. for Plff.

State of Ohio, Union County, ss:

James E. Robinson being sworn says, that he is the attorney of the plaintiff in the above entitled action; that the plaintiff is a corporation, non-resident of the County, and that the facts stated and allegations made in the foregoing petition are true as he believes

Jas. E. Robinson

Sworn to and subscribed before me this 14th day of May, 1896.

(Seal)

J. W. Gosnell Clerk  
By Geo. A. Gosnell Deputy

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wide,

Plaintiff

I hereby waive the issuing and service of Summons in this case and voluntarily enter my appearance therein this 12<sup>th</sup> day of Oct. 1896.

H. H. Smith per J. E. Guffitt  
his Attorney.

C. R. Cornue per J. C. Robinson  
his Attorney.

Entry  
6788

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Answered  
Cross-petition  
of  
H. H. Murphy  
6788

On the 14<sup>th</sup> day of September A.D. 1896, the following Answer and Cross-Petition was filed by the Clerk of this Court, to-wit:

The Live Oak  
Distilling Co.

Court of Common Pleas,  
Union County, Ohio.

J. H. ...

Defendant, Henry H. Murphy says, that the defendants Larkin Tonguet, Martha Tonguet his wife, did on the 15<sup>th</sup> day of January, 1894, convey the premises in the petition described to one John F. Murphy by mortgage to secure the payment of One Hundred and Fifty Dollars with interest at the rate of Six per cent. per annum from said date to-wit:

Fifty dollars in six months;

Fifty dollars in twelve months, &c

Fifty dollars in eighteen months from said date, with interest on each at 6% from date, which deed of Mortgage was on the 17<sup>th</sup> day of January, 1894, at 8 O'clock A. M. duly left for record with the Recorder of said County of Union, and became and still is a valid and subsisting and first lien on said premises, and the sum of \$40 has been paid on the same (on the first fifty dollar installment of said indebtedness) on Nov. 18, 1895; and no more, and the balance of One hundred thirty-one & 69/100 dollars is still due and owing thereon from said Larkin Tonguet to him.

Said claim was duly assigned to this defendant and is now held and owned by him.

Wherefore this defendant prays that said property may be sold and his said claim be first satisfied out of the proceeds thereof.

J. B. Cole, Atty for  
Henry H. Murphy, Deft.

The State of Ohio, Union County, ss:

J. B. Cole being duly sworn says that the facts stated and allegations in the foregoing petition are as he believes true; and that said defendant Henry H. Murphy is a non resident of, and now absent from said County of Union; that said pleading is founded upon a written instrument for the payment of money, and that he is the attorney of said defendant duly authorized in the premises.

Sworn to and subscribed before me this 14<sup>th</sup> day of Sept. 1896.

R. W. ...  
Notary Public

seal

Entry  
6788

On the 1<sup>st</sup> day of October A.D. 1896, the following Entry was filed by the Clerk of this court, to-wit:  
The Live Oak Distilling Co. | Court of Common Pleas  
vs. | Union County, Ohio.

J. H. Severe et al

This cause now coming on for hearing on the petition of the plaintiff and the answer, answer and Cross-petition of the defendant, H. K. Murphy, and the evidence.

The Court finds that the defendants Jefferson C. Severe, N. C. Severe, Larkin J. Tonguet and Martha Tonguet and Samuel Kramer have been duly served with summons in this case, and that they are all in default for answer or demurrer, and that the allegations of the petition of the plaintiff and Cross-petition of the defendant, H. K. Murphy are thereby confessed by them to be true, and that there is due from the defendants Larkin Tonguet and Martha Tonguet to the said H. K. Murphy defendant, on the indebtedness set forth in his Cross-petition the sum of \$131.66 the 1<sup>st</sup> day of this term.

And the Court further finds that in order to secure payment of said indebtedness the defendants Larkin J. Tonguet and Martha Tonguet his wife, executed and delivered to James F. Murphy their certain mortgage as in said Cross-petition described, and on the plaintiffs petition described; that said mortgage was duly filed for record on the 17<sup>th</sup> day of Jan. 1894, in the Recorder's office of said County of Union, and was duly recorded in the Recorder's mortgages in said office, and is a good and valid lien on the said premises, that the conditions in said mortgage have been broken, and that said indebtedness and mortgage have been assigned to said H. K. Murphy, defendant.

And the Court further finds that there is due from the defendants J. H. Severe and Larkin J. Tonguet to the plaintiff herein the sum of One Hundred and Eighty Eight (188) Dollars.

And the Court further finds that in order to secure the payment of the said indebtedness the defendants J. H. Severe, N. C. Severe, L. J. Tonguet and Martha Tonguet executed and delivered to the plaintiff their certain mortgage as in the petition of the plaintiff described and on the premises therein described;

that said mortgage was duly recorded in the Union County Recorder on the 5<sup>th</sup> day of February, 1894, and is a good and valid lien on the premises described in the petition, that the conditions of said mortgage have been broken, that the said Samuel Kramer being in default for answer or demurrer is forever barred from setting up any claim to said property described in said petition.

It is therefore ordered and adjudged by the said Court that the plaintiff recover from the defendants J. H. Severe and L. J. Tonguet the sum of \$188.00 and its costs herein expended. And it is further ordered and adjudged that the equity of redemption of the defendants, J. H. Severe, N. C. Severe, L. J. Tonguet and Martha Tonguet be foreclosed, and said premises

be sold, and that an order of sale issue to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and that upon the sale of said premises and the confirmation thereof that after the payment of costs and taxes, that H. H. Murphy be paid the sum of \$131.66, and that next the plaintiff be paid the sum of \$188.00, both with interest from the first day of this term.

It is further ordered that the said Samuel Braver be and he hereby is barred from ever setting up any claim to said property by reason of any lien which he may have had.

James E. Robinson  
Atty. for Plff.  
J. B. Cole  
Atty for H. H. Murphy.

Cross-petition  
of  
H. H. Smith  
6788

On the 2nd day of October A. D. 1896, the following Cross-petition was filed by the Clerk of this Court, to-wit:

The Live Oak Distillery Co. Court of Common Pleas  
Union County, Ohio.

J. V. Severe et al

Now comes H. H. Smith, one of the defendants herein, and by way of Cross-petition, says that:

By the consideration of the Court of Common Pleas of Union County, Ohio, at its September term of 1896, to-wit: on the 8th day of September, 1896, this defendant recovered a judgment against the defendants Jefferson V. Severe and Nancy E. Severe, named in this case as "J. V. Severe" and "N. E. Severe" in the sum of \$932.62 with interest at 8% on \$892.62 thereof at 6% on the balance, together with costs of suit, a copy of the transcript whereof is hereto attached marked "Exhibit A."

On the 28th day of September, 1896, \$79.41 was paid to apply upon said judgment and \$9.82 to apply upon said costs.

With said exceptions no part of said judgment has been paid.

On the first day of said September term, 1896, of said Court, said judgment became and still is a valid lien upon the premises described in the petition in this case.

Therefore this defendant asks that the proceeds arising from the sale of the premises described in the petition herein be applied to the payment of his said claim in the order of its just priority.

J. E. Griffith Attorney for  
H. H. Smith.

State of Ohio, Union County, ss:

J. E. Griffith being duly sworn, says that he is the Attorney of H. H. Smith, one of the defendants herein, that said defendant is a non-resident of Union County, Ohio, and that he believes the allegations in the foregoing petition are true.

J. E. Griffith.

October

"Exhibit A"

7188

H. H. Smith

Nancy E. Severe

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Sworn to and subscribed before me this 2<sup>nd</sup> day of October A. D. 1896.

J. W. Tilton  
Notary Public

"Exhibit A"

"Exhibit A"

A. H. Smith.

In the Court of Common Pleas,  
Linn County, Ohio.

7158

Nancy C. Severe et al

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendants have been duly served with summons in this case, and that they are all in default for answer or demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendants, Nancy C. Severe and Jefferson W. Severe, on the promissory note set forth in the petition, with interest to the first day of this term, the sum of Nine Hundred and Thirty-two and 60/100 (\$932.60) Dollars.

The Court further find that in order to secure the payment of said note, the defendants, Nancy C. Severe and Jefferson W. Severe her husband, executed and delivered to Joseph J. Dickinson, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 31, page 327, of the Records of Mortgages of Linn County, Ohio, and is a good and valid lien on the premises described in the petition, that the conditions in said mortgage have been broken, and that said note and mortgage have been duly assigned to plaintiff.

It is therefore considered by the Court that the plaintiff recover from the defendants Nancy C. Severe and Jefferson W. Severe the said sum of \$932.60 and his costs herein expended.

And it is further adjudged and decreed, that unless said last named defendants shall within five days from the entry of this decree pay, or cause to be paid to the Clerk of this Court, the costs of this case, and to the plaintiff herein the sum so found due as aforesaid, with interest from the first day of this term, at eight per cent, upon \$892.60, thereof and at six per cent upon the remainder, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue to the Sheriff of Linn County, Ohio, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this court for further orders.

The State of Ohio, Linn County, ss.

I, J. N. Cornell, Clerk of the Common Pleas Court within and for said County, and in whose custody the files, journals and Records of said Court are required by the laws of the state of Ohio, to be kept, hereby certify that the foregoing is taken and copied from the Journal 17, Page 512, of the proceedings of the Court of Common Pleas within and for said County, and that said foregoing copy has been compared by me with the original entry on said Journal,

and that the same is a correct transcript thereof.

In testimony whereof I do hereby subscribe my name officially, and affix the seal of said Court at the Court House in Waverlyville, in said County, this 2<sup>nd</sup> day of October A.D. 1896.

J. N. Kosmull Clerk of Common Pleas Court.

(Seal)

Order of Sale

On the 10<sup>th</sup> day of October A.D. 1896, the following Order of Sale was issued to the Sheriff of Union County, to wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Waverlyville, in said County of Union, on the 1<sup>st</sup> day of October 1896, A. H. Murphy and the plaintiff, The Live Oak Distillery Co. obtained a judgment and decree against J. V. Severe and others for the sum of Three Hundred and Ninety and 69/100 Dollars and Twenty One and 29/100 Dollars, costs & suit.

And whereas, it was then and there, by the Court ordered, adjudged and decreed, that the said J. V. Severe and others within five days from the 1<sup>st</sup> day of Oct. A.D. 1896, pay unto the said A. H. Murphy \$131.66 and to the plaintiff \$188.00 with interest from the 1<sup>st</sup> day of September, 1896, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition &c. And whereas, the five days aforesaid have fully expired, and the said sum of Three Hundred and Ninety and 69/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements, situate in the Village of Richwood, in the County of Union, and State of Ohio, and being in Lot No. Sixty five, except what was conveyed to One H. Hightlinger by J. A. Clark, by deed dated April 5<sup>th</sup> 1875, Recorded in book 41 page 136, Union County Records, and excepting what was conveyed by Book to Cyrus Landon, by deed dated November 7<sup>th</sup>, 1883, Recorded in book 30 pages 199 and 200 in said Records, and also excepting the north half of the east half of said lot now owned by J. C. Owens, and also excepting the south half of the east half of said lot now owned by J. Curry.

The fractional part of said lot herein conveyed fronts 18 feet in width on Blagrove Street, and extends back south 15 1/2 feet same width, then for 9 feet further back it is 16 feet wide, then for 8 1/2 feet it is 18 feet wide, the length from north to south being 33 feet, see Records plat of said Village for more particular description.

We therefore command you, that you proceed to carry said

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Sheriff's Return

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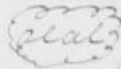
Affidavit of Return

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order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 10<sup>th</sup> day of October A. D. 1896.  
J. N. Gosnell Clerk



Sherriff's Return

| Sherriff's Fees   | \$       | Cts.      |
|-------------------|----------|-----------|
| Service           |          | 25        |
| Levy              |          | 25        |
| Sum. Appraisers   | 1        | 20        |
| Swearing "        |          | 25        |
| Conveying "       |          | 25        |
| Copy of Appraisal |          | 25        |
| Notice to Printer |          | 25        |
| Affidavit of "    |          | 25        |
| Waiting Notice    |          | 25        |
| Mileage           | 2        | 56        |
| Poundage          | 3        | 84        |
| Return            |          | 25        |
| <b>Total</b>      | <b>9</b> | <b>95</b> |
| Appraisers Fees   | 3        | 00        |
| Printers Fees     | 15       | 00        |

The State of Ohio, Union County, ss.  
In obedience to the Command of the Order of Sale hereto annexed, I did, on the 12<sup>th</sup> day of October, 1896, summon Wriah Cahill, George R. Linn and C. D. Browning, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view and after wards, on the 12<sup>th</sup> day of October A. D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at \$365.00.  
A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 14<sup>th</sup> day of October, 1896, I caused to be advertised in the Richmond Gazette, (a newspaper printed and published, and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 14<sup>th</sup> day of November, A. D. 1896, at one o'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, in six consecutive weeks; and in pursuance to said notice, I did, on said 14<sup>th</sup> day of November A. D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and there came H. E. Conkright who bid for the same the sum of \$243.40, and said sum being over two-thirds of the appraised value thereof, and said H. E. Conkright being the highest and best bidder therefor, I there and there publicly sold and struck off said lands and tenements to him for said sum of \$243.40.

Wm. V. Swadgrass Sheriff.

Affidavit of Printer.

State of Ohio, Union County, ss:  
I, Geo. W. Vorden, publisher of the Richmond Gazette, being duly sworn say that the notice hereto attached was published in the Gazette on the 15<sup>th</sup> day of Oct. 1896, and continued therein 5 consecutive times, during all of which time said newspaper was printed

and in general circulation in said County.

Rev. W. Warden.

Known to and subscribed before me, this 12<sup>th</sup> day of Nov. 1896.

J. F. Miller  
Notary Public.

Seal

Shriffs Sale.

The Live Oak Distilling Co.

vs

On Order of Sale.

J. H. Severe et al

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, November 14, 1896, at or about the hour of one O'clock P. M. on said day the following described real estate to-wit:

Situate in the township of Clarbourne, County of Union and State of Ohio, and bounded and described as follows:

In the village of Richmond, in the County of Union and State of Ohio, and being in lot No. 65, except what was conveyed to Wm. H. Kightlinger by J. A. Clark by deed dated April 5<sup>th</sup> 1878, recorded in book 41 page 136, Union County Records and excepting what was conveyed by Cook to Cyrus Landon by deed dated Nov. 7, 1863, recorded in book 36, pages 199 and 200 in said record and also excepting the north half of the east half of said lot now owned by J. C. Owens, and also excepting the south of the east half of said lot now owned by J. Curry.

The fractional part of said lot herein conveyed front 18 feet in width on Blagrove Street and extends back south 15 1/2 feet same width then for 9 feet further back it is 16 feet wide, then for 8 1/2 feet it is 18 feet wide, the length from North to South being 33 feet. See Recorder's plat of said village for more particular description.

Appraised at \$365.00.

Terms of sale cash.

Wm. J. Snodgrass, Sheriff,  
Union County, Ohio.

James C. Robinson Atty. for Plff.  
J. B. Cole Atty. for H. K. Murphy.

On the 16<sup>th</sup> day of November A. D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
6788

The Live Oak Distilling Co.

Court of Common Pleas,

Union County, Ohio.

J. H. Severe et al

On Motion of H. K. Murphy defendant, Cross-petition and on his producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed.



And it is further ordered that the said Sheriff convey to the purchaser H. C. Conbright by deed in fee simple the lands and tenements so sold and the said purchaser is hereby subrogated to all the rights of the lienholders in said premises so far as they may be paid herein for the protection of this title.

And the Court coming now to distribute the proceeds of said sale amounting to Two Hundred and Forty Three & 4/100 Dollars.

It is ordered that the Sheriff out of the money in his hands pay:

First: The Costs of this action taxed at \$49.84.

Second: To the defendant mortgagee, H. K. Murphy the amount heretofore found due him with interest to-wit: the sum of \$133.19.

Thirdly: To the plaintiff, The Live Oak Distillery Co. the balance of said money remaining in his hands to-wit: the sum of \$88.32, to be applied as a credit upon its judgment against the said defendants.

Approved,

J. E. Griffith  
Attorney for H. H. Smith  
J. B. Cole  
Attorney for H. K. Murphy  
Jas. C. Robinson  
Attorney for Plaintiff.

Attest,

J. M. Gorman  
Clerk.



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Marysville, within and for the County of Union, in the Tenth  
Judicial District of the Court of Common Pleas of the State of  
Ohio, before the Honorable John A. Price, Judge of said Court, of the  
Term of September, to-wit: on the 17<sup>th</sup> day of September in the year  
of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 23<sup>rd</sup> day  
of September, A. D. 1896, Elizabeth Green filed in the Clerk's office  
of the said Court of Common Pleas, the following petition against  
Benjamin Green, to-wit:

Petition  
7215

Elizabeth Green      Court of Common Pleas,  
vs                                      Union County, Ohio.  
Benjamin Green

Plaintiff for her cause of action says, that she  
has been a resident of the state for the year last past, and  
is a bona fide resident of the County of Union.

She says she was married to defendant in Delaware  
County, Ohio, December 21, 1871,

That Walter, aged 16, Luella aged 10 and Nellie aged  
7, were the children born of said marriage.

That defendant on or about August 1<sup>st</sup> 1896, struck  
plaintiff on the side of her head with his fist and choked  
plaintiff at various times previous thereto.

The defendant used profane and vulgar language unfit  
to be repeated herein upon the said August 1<sup>st</sup> 1896, and prior  
thereto.

The said defendant has failed to provide for plaintiff  
and the said children proper wearing apparel and proper main-  
tenance. But on the other hand the plaintiff has had to  
perform rough labor in the fields on the farm for their  
maintenance.

Plaintiff and defendant own together, having accumulated  
by their mutual labor the following goods and chattels to-wit:

One bay gelding, one brown mare, one bay mare, one  
brown gray gelding, one sucking colt, one two year old colt and  
one three year old colt, worth about \$175<sup>00</sup>. Two Dutch Cows, one  
brown and one red of the value of about \$50.00; one calf, twenty six  
head of swine, of the value of about \$75.00; Ten head of Sheep  
of the value of about \$20.00; And Farming Implements, Self Binder,  
Breaking Plow, Cultivator, Harrow, Wagon, Harness, Wagon, Suggy,  
One Hundred bushels of oats and household furniture of the  
value of \$150.00; Twenty five acres of corn in field on the  
farm on which the plaintiff resides = \$315. All about \$785.

Plaintiff says that defendant has disposed of some of  
that property and has threatened to dispose of the property above  
described.

The defendant is the owner of seven lots in the  
City of Findley Hancock County, Ohio, the number of which  
the plaintiff can not give herein.

Plaintiff asks that the defendant be enjoined and

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restrained from disposing of any of the foregoing described property or in incumbering the same or in interfering in any way with the plaintiff in her rights and privileges or interfering with the above said children.

Plaintiff asks that she be divorced from said defendant, that she be granted the custody of said children and be granted reasonable alimony, and all proper and equitable relief.

F. L. Spicer Atty for Plf.

State of Ohio, County of Union, ss:

Elizabeth Green being duly sworn says that the foregoing statements and allegations are true.

Elizabeth Green

Sworn to and subscribed before me this the 21<sup>st</sup> day of September, 1896.

H. S. Stiles

Notary Public.

Seal

Receipt

To the Clerk:

The Clerk will issue summons and a copy of the petition to the Sheriff of Union County, for defendant.

F. L. Spicer

Atty. for plaintiff.

Summons

On the 24<sup>th</sup> day of September A.D. 1896. the following summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of Union County:

You are commanded to notify Benjamin Green that Elizabeth Green has filed in the office of the clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with Gross neglect and extreme cruelty, and asking that she be divorced from him, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 5<sup>th</sup> day of October A.D. 1896.

Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Marysville this 24<sup>th</sup> day of Sept. A.D. 1896.

J. H. Hosnell Clerk  
By Geo. A. Hosnell Deputy.

Sheriff's Return

| State of Ohio, Union County, |             |
|------------------------------|-------------|
| Sheriff's Fees               | \$ 00       |
| Service                      | 50          |
| Copy                         | 15          |
| Mileage                      | 7 04        |
| Return                       | 25          |
| <b>Total</b>                 | <b>8 04</b> |

Received 8 O'clock P.M. on the 24<sup>th</sup> day of Sept. A.D. 1896, and on the 26<sup>th</sup> day of Sept. A.D. 1896, I served the same by leaving a true copy thereof of this writ with the undersigned into the hands together with a copy of the petition at the usual place of residence of Benjamin Green.

Wm. J. Snodgrass Sheriff

Entry  
7215

On the 24<sup>th</sup> day of September A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:  
 Elizabeth Green vs Benjamin Green  
 Court of Common Pleas,  
 Union County, Ohio.

On motion of the plaintiff, by her attorney, and good cause being shown therefor, it is ordered that an injunction without bond, be allowed to issue herein, enjoining the said defendant from selling or disposing of or in any way encumbering the the goods and chattels and the real estate described in the petition of the plaintiff, and said defendant is enjoined from in any way interfering with the rights of the plaintiff herein, and said defendant is herewith enjoined from interfering with the said children referred to in said petition.

Done this the 24<sup>th</sup> day of Sept. 1896.

John A. Price  
 Judge of Court of Common Pleas.

Entry  
7215

On the 30<sup>th</sup> day of September A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:  
 Elizabeth Green vs Benjamin Green  
 Court of Common Pleas,  
 Union County, Ohio.

This cause coming on for hearing before John A. Price Judge of said Court this the 30<sup>th</sup> day of September, 1896, upon the application of plaintiff for an alimony pendente lite, it was mutually agreed by parties herein.

It is therefore ordered that the defendant Benjamin Green be, and hereby is required and ordered to pay as and for alimony pendente lite to the clerk of said Court for the use of the plaintiff's attorney the the sum of Twenty five Dollars, fifteen Dollars in ten days and Ten Dollars in twenty days from the date hereof; and that execution may issue therefor upon defendant for payment thereof.

H. V. Spicer  
 Atty. for Plaintiff.

Approved by  
 J. F. Jolly,  
 Atty. for Defendant.

John A. Price,  
 Common Pleas Judge of said County.

Entry  
7215

On the 16<sup>th</sup> day of November A.D. 1896, the following Entry was filed by the Clerk of this Court to-wit:  
 Elizabeth Green vs Benjamin Green  
 Court of Common Pleas,  
 Union County, Ohio.

Now come the plaintiff, and the defendant having been duly served with Summons and a copy of the petition herein, and having failed to appear, the Court find defendant in default for answer and demurrer to said petition,

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and find that the allegations thereof are confessed by defendant to be true.

The Court also find that the plaintiff at the time of filing her petition had been a resident of the state of Ohio for one year next preceding the same, and was at the time a bona fide resident of this County of Union; and that the parties hereto were married, as in said petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of extreme cruelty by striking said plaintiff with his fist, and that he failed to properly maintain said plaintiff and their minor children, and that by reason thereof the plaintiff is entitled to a divorce.

It is further ordered and adjudged by the Court that the marriage contract heretofore existing between the said Elizabeth Green and Benjamin Green be, and the same is hereby dissolved and both parties are released from the obligation of the same.

It is further ordered that the custody, care, education and control of said children of the parties hereto be, until further order confided to the said Elizabeth Green exclusively.

And the said Benjamin Green is hereby enjoined from interfering in any manner with either of said children or with the said Elizabeth Green in her custody of them, and from visiting said children until further order of Court.

And is adjudged and set off to plaintiff all the property that is now in her possession which is described in the said petition as being the joint ownership of the two, as and for her alimony.

Attest,

J. M. Hosnell

Clk.



Entry

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petition,

Cause continued and held at the Court House in Mansfield, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the Term of September, To-wit: on the 7<sup>th</sup> day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore To-wit, on the 1<sup>st</sup> day of September A.D. 1896. Maggie E. Gill filed in the Clerk's office of the said Court of Common Pleas, the following petition against Hugh W. Vincen et al. To-wit:

Petition  
7192

Maggie E. Gill  
vs  
Hugh W. Vincen,  
Mary E. Vincen,  
Lucinda C. Flemming,  
Sabet W. Flemming,  
Rachel Flemming,  
Greenburg Flemming,  
George E. Flemming,  
William H. Flemming,  
Emily Flemming,  
Susan B. Fleming!

Court of Common Pleas  
Union County, Ohio.

The said Maggie E. Gill complains of the said defendants and says that she, the said plaintiff, has the legal title to and is in the peaceable possession of the following described real estate situated in the County of Union, State of Ohio and Village of Richmond and being On Lot No. 103 (one hundred and three) as platted and recorded in the Union County record of plats at the Union County Recorder's Office; and the said plaintiff further alleges that the said defendants Hugh W. Vincen, Mary E. Vincen, Lucinda C. Flemming, Harriet W. Flemming, Sabet W. Flemming, Rachel Flemming, Greenburg Flemming, George E. Flemming, William H. Flemming and Susan B. Fleming, set up and claim an interest to and in said premises, adverse to the estate and interest of the said plaintiff so as aforesaid averred.

The said plaintiff therefore prays that the said defendants be compelled to show their said title, and that it may be determined to be null and void as against the said title of the plaintiff, and that the plaintiff's title be quieted.

James E. Robinson  
Attorney for Plaintiff.

The State of Ohio,  
Union County, ss.

Maggie E. Gill being first duly sworn says that the facts stated and allegations made in the foregoing petition are true as she verily believes.

Sworn to before me by Maggie E. Gill and by her signed in my presence this 31<sup>st</sup> day of August, 1896.

Maggie E. Gill  
R. H. Cook  
Notary Public

Affidavit

Maggie  
vs  
Hugh W.  
Mary E.  
Lucinda C.  
Sabet W.  
Rachel  
Greenburg  
George E.  
William H.  
Emily  
Susan B.

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Affidavit  
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Legal Notice  
7192

Maggie E.  
vs  
Hugh W.  
Mary E.  
Lucinda C.  
Sabet W.  
Rachel  
Greenburg  
George E.  
William H.  
Emily  
Susan B.

Affidavit

Maggie C. Gill

vs

Hugh W. Vincen,  
Mary C. Vincen,  
Lucinda S. Fleming,  
Cable W. Fleming,  
Rachel Fleming,  
Greenburg Fleming,  
George C. Fleming,  
William H. Fleming,  
Emily Fleming &  
Susan B. Fleming.

Court of Common Pleas,  
Union County, Ohio.

The State of Ohio,  
Union County, ss.

Maggie C. Gill, being sworn, says that she is the plaintiff in the above entitled action, that said action is one the subject matter of which is real property within this State and County, that the relief sought consists wholly excluding said defendants from any interest therein, and that the places of residence of the defendants can not be ascertained and further affiant saith not.

Maggie C. Gill

Sworn to and subscribed before me this 31<sup>st</sup> day of August 1896.

R. H. Cook  
Notary Public

Affidavit  
& Citation

State of Ohio, Union County, ss:

I, Geo. Warden, publisher of the Richmond Gazette, being duly sworn, say that the notice herein attached was published in the Gazette on the 3<sup>rd</sup> day of September, 1896, and continued therein 6 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Warden

Sworn to and subscribed before me, this 13<sup>th</sup> day of November, 1896.

J. F. Killar  
Notary Public

Seal

Printers Fees, \$17<sup>15</sup>.

Legal Notice  
7192

Maggie C. Gill

vs

Hugh W. Vincen,  
Mary C. Vincen,  
Lucinda S. Fleming,  
Cable W. Fleming,  
Rachel Fleming,  
Greenburg Fleming,  
George C. Fleming,  
William H. Fleming,  
Emily Fleming &  
Susan B. Fleming.

Court of Common Pleas,  
Union County, Ohio.

The above named Hugh W. Vincen, Mary C. Vincen, Lucinda S. Fleming, Cable W. Fleming, Rachel Fleming, Greenburg Fleming, George C. Fleming, William H. Fleming, Emily Fleming and Susan B. Fleming, whose places of residence are unknown, will take notice that on the 1<sup>st</sup> day of Sept. 1896, Maggie C. Gill filed her petition against them in the Court of Common Pleas of Union County, Ohio, setting forth that she has the legal title to

and is in peaceable possession of the following described prop-  
erty, to-wit: Situate in the County of Union, State of Ohio, and  
village of Richmond and being S.W. Lot No. One hundred and three  
(103) as platted and recorded in the Union County Records of Plato.

That the said defendants set up and claim an interest  
in and to the estate and interest of the said plaintiff.

And praying that the said defendants may be compelled  
to show their title and that it may be determined to be null  
and void as against the said title of the plaintiff and that  
the plaintiffs title be quieted.

That said defendants are required to answer said petition  
by the 24<sup>th</sup> day of October, 1896, or said petition will be taken for  
true and judgment rendered against them accordingly.

Maggie E. Gill

By James E. Robinson, her Attorney.

On the 13<sup>th</sup> day of November A.D. 1896. the following Entry was  
filed by the Clerk of this Court, to-wit:

Entry  
7192

Maggie E. Gill. vs Hugh W. Vinson et al  
Court of Common Pleas Union County, Ohio.

Now came the plaintiff herein and the defendants  
being in default for answer or demurrer, the Court find that  
the allegations of the petition are confessed by them to be true.

The Court further find at the time of bringing this action  
the said plaintiff was in possession of the real property described  
in the petition, and that she has legal estate in and is entitled  
to the possession of the same; that neither the defendants, nor any  
one of them, have any estate in, or are entitled to the possession  
of said real estate or any part thereof, and that plaintiff ought  
to have her title and possession quieted as against each and  
every one of said defendants, as prayed for in her petition.

It is therefore ordered, adjudged and decreed that the title  
and possession of the said Maggie E. Gill to all and singular the  
premises in the petition described, to-wit: Situate in the County of  
Union, State of Ohio, and village of Richmond, and being S.W. Lot  
No. 103 (one hundred and three) as platted and recorded in the  
Union County Records of Plato at the Union County records of Plato,  
be, and the same hereby are, quieted as against the defendants and  
each and every one of them, and all persons claiming under them,  
or any of them; and said defendants, and each and every one of  
them, and all persons claiming under them, are hereby forever en-  
joined from setting up any claim to said premises or any part thereof,  
adverse to the title and possession of the said Maggie E. Gill thereto, or  
in any manner interfering with her use and enjoyment of the same.

Attest,  
J. M. H. Small  
Clerk.

Marysville  
Judicial  
of Ohio,  
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"Exhibit A."  
D. Q. Fot,  
English



Please continued and held at the Court House in Mansville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to-wit: on the 7<sup>th</sup> day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 17<sup>th</sup> day of October A. D. 1896, The D. Q. For Co. filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Louis H. English et al. to-wit:

Petition  
7227

The D. Q. For. Company  
vs  
Louis H. English and  
Julia A. English partners  
as English and English.  
Court of Common Pleas,  
Union County, Ohio.

The plaintiff says, that it is a corporation duly incorporated under the laws of the State of Ohio, and that the defendants Louis H. English and Julia A. English are a partnership doing business in the State of Ohio under the firm name and style of English & English.

That this action is founded upon an account for goods sold and delivered, a duly verified copy of which is hereto attached marked "Exhibit A" and made part hereof.

That there are no credits on said account except as shown thereon.

That there is due and remaining unpaid upon said account from said defendants to said plaintiff the sum of Three Hundred and Eighty Two Dollars, with six per cent. interest from August 24, 1896, for which sum and interest plaintiff asks judgment against the defendants.

John W. Brodrick  
Attorney for Plaintiff

The State of Ohio, Union County, ss:

John W. Brodrick being sworn makes oath that he is the duly authorized Attorney for said plaintiff.

That said plaintiff is a non-resident of said Union County, Ohio, and that the facts stated in the foregoing petition are, as affiant believes true.

John W. Brodrick.

Sworn to by said John W. Brodrick before me and signed by him in my presence this 17<sup>th</sup> day of October, 1896.

J. N. Gurnell Clerk  
By Geo. A. Gurnell Deputy.

"Exhibit A"

Seal  
"Exhibit A"

D. Q. For, Pres.

Statement  
Springfield, Ohio, October 9<sup>th</sup> 1896.  
Geo. H. Sharp Secy-treas.

English & English  
Mansville, Ohio.  
The D. Q. For Co.  
Wholesale Grocers.

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| Jan   | 18 |  | 27 | 90     |
|       | 18 |  | 18 | 08     |
|       | 27 |  | 30 | 93     |
| Feb   | 8  |  | 12 | 25     |
|       | 8  |  | 22 | 78     |
|       | 17 |  | 9  | 27     |
|       | 17 |  | 35 | 81     |
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|       | 28 |  | 23 | 71     |
| March | 6  |  | 7  | 67     |
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|       | 27 |  | 18 | 87     |
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|       | 16 |  | 18 | 80     |
| June  | 1  |  | 36 | 70     |
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|       | 12 |  | 29 | 12     |
|       | 12 |  | 21 | 87     |
|       | 27 |  | 29 | 39     |
|       | 27 |  | 22 | 37     |
| July  | 11 |  | 39 | 23     |
|       | 11 |  | 20 | 65     |
|       | 25 |  | 20 | 64     |
|       | 25 |  | 27 | 65     |
|       | 30 |  | 5  | 90     |
| Aug   | 8  |  | 26 | 57     |
|       | 8  |  | 22 | 35     |
|       | 21 |  | 4  | 96     |
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| April | 7  |  | 20 | 70     |
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| May   | 15 |  | 67 | 76     |
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|      |    |  | signed          |
|      |    |  | Summons         |
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|      |    |  | Julia A.        |
|      |    |  | and by          |
|      |    |  | Erwin C.        |
|      |    |  | A. D. 1896      |
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|      |    |  | day of          |
|      |    |  |                 |
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|      |    |  | Summons         |
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|      |    |       |                         |  |  |       | \$ 383 86 |
|      |    |       |                         |  |  |       | Balance   |
| Aug  | 24 | 42 55 | protested and returned. |  |  |       |           |

The State of Ohio, County of Union, ss.  
 George H. Sharpe being sworn makes oath that the annexed account is true and correct.  
 That said The D. Q. Fox Company is a duly incorporated Company under the Laws of Ohio,  
 That there is no set-off or counter claim against the same and that there is due and remaining unpaid upon said account from said English & English to said The D. Q. Fox Co. the sum of Three Hundred and Eighty Two & 84/100 Dollars, with six per cent interest thereon from October 1st 1896. And further affiant saith not.  
 Geo. H. Sharpe  
 sworn to by said Geo. H. Sharpe before me, and signed by him in my presence this 9th day of October A. D. 1896.  
 Arthur C. Longbrake  
 Notary Public  
 Union Co. O.

Summons.  
 On the 17th day of October A. D. 1896, the following summons was issued to the Sheriff of Union County, to-wit:  
 The State of Ohio, Union County.  
 To the Sheriff of said County:  
 You are hereby commanded to notify Lewis H. English and Julia A. English, partners as English & English, that they have been sued by The D. Q. Fox Company in the Court of Common Pleas of Union County, and must answer by the 14th day of November A. D. 1896, or the petition of the said Plaintiff will be taken as true, and judgment rendered accordingly.  
 You will make due return of this summons on the 26th day of October, A. D. 1896.  
 Witness my hand and the seal of said Court, this 17th day of October A. D. 1896.  
 J. N. Kossell Clerk  
 By J. A. Kossell Deputy.

The State of Ohio, Union County.  
 Received this 22nd day of October A. D. 1896, at 10 O'clock A. M. and served same by handing a true copy of this writ with the endorsements thereon to Julia A. English personally and to Lewis English by leaving a copy at his usual place of residence on the 22nd day of October, 1896.  
 J. M. Swadgrass  
 Sheriff

|                    |    |     |  |
|--------------------|----|-----|--|
| Sherriff's Return. |    |     |  |
| Sherriff's Fee     | \$ | 65  |  |
| Services Return    |    | 16  |  |
| Mileage            |    | 32  |  |
| Copy               |    | 11  |  |
| Total              |    | 111 |  |

872 57

On the 16<sup>th</sup> day of November A. D. 1896. The following Entry was filed by the Clerk of this Court, to-wit:

Entry  
7227

The D. Q. Fox Company  
vs  
Louis H. English &  
Julia A. English  
Court of Common Pleas,  
Union County, Ohio

This day this cause came on for hearing on the petition and the evidence, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true.

The Court further finds that there is due from the defendants Louis H. English and Julia A. English to the plaintiff the sum of Three Hundred and Eighty Eight and 7/100 Dollars, with six per cent interest from November 16<sup>th</sup> 1896.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendants the said sum of Three Hundred and Eighty Eight and 7/100 Dollars, and its costs costs herein taxed at \$6.51, and execution is awarded therefor.

Burdick for Plaintiff.

Attest.

J. H. Gosnell  
Clerk.



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Petition  
7071

vs  
Draae J. Sp  
Louisa L.

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 17<sup>th</sup> day of September, in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 22<sup>nd</sup> day of May, A. D. 1896, Gaar Scott & Co. filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Isaac J. Sparks et al. to-wit:

Petition  
7071

Gaar Scott & Co. vs  
Isaac J. Sparks et al  
Louisa L. Sparks.

Court of Common Pleas,  
Union County, Ohio.

The plaintiff says, that it is an incorporated Company formed for the purpose of, and doing business in the State of Indiana.

And the plaintiff says that this action is founded upon a written instrument for the unconditional payment of money only, to-wit, a promissory note, of which the following is a copy, to-wit:

"\$135.00"

Richmond Ind. July 23<sup>rd</sup> 1895.

On or before the 22<sup>nd</sup> day of September, 1895, the subscribers of Marysville, P. O. Union County, State of Ohio, jointly and severally promise to pay the Incorporated Company of Gaar Scott & Co. or order, One Hundred and thirty-five and no/100 Dollars, payable at Bank of Marysville, O. with 8 per cent interest from maturity until paid, for value received.

The makers and endorsers of this note hereby waive presentment for payment, protest, and notice of protest and non-payment. And (whether primarily or secondarily liable) severally and expressly waive for themselves and their families, the benefit of all Homestead, Exemption and Stay Laws, as to this debt, and any benefit that might be derived from any extension granted the makers hereof.

Isaac J. Sparks.  
Louisa L. Sparks. "

Plaintiff says that there is due to it on said promissory note from the defendants the sum of One Hundred and thirty-five Dollars, with interest at eight per cent from the 22<sup>nd</sup> day of September, 1895.

There have been no payments made on said promissory note.

Plaintiff therefore prays judgment for said sum of \$135.00 and interest at eight per cent from the 22<sup>nd</sup> day of September, 1895.

Porter Porter  
Atty for Plff.

E. H. Porter being sworn, says he is one of the attorneys of the above named plaintiff duly authorized in the premises.

That the said plaintiff Gaar, Scott & Co. is not a resident of said County of Union;

That the above pleading of Gaar, Scott & Co. is founded upon a written instrument for the payment of money only; and is now in the possession of this affiant; and that the facts stated and allegations in the foregoing pleadings of Gaar, Scott & Co. are, as affiant believes, true.

E. H. Porter.

Sworn to by E. H. Porter before me, and signed by him in my presence this 2<sup>nd</sup> day of March A. D. 1896.

J. N. Gosnell Clerk  
By Geo. B. Gosnell Deputy.

To the Clerk:

Receipt.

Issue summons against the defendants in the above entitled case, returnable according to law.

Endorse "Amount claimed \$135.00 with interest at 8% from the 22<sup>nd</sup> day of September, 1895"

Porter & Porter  
Atty's for Cliff.

On the 2<sup>nd</sup> day of March A. D. 1896, the following summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County:

You are hereby commanded to notify Isaac J. Sparks and Louisa L. Sparks that they have been sued by Gaar, Scott & Co. in the Court of Common Pleas of Union County, and must answer by the 4<sup>th</sup> day of April A. D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 16<sup>th</sup> day of March, 1896.

Witness my hand and the seal of said Court, this 2<sup>nd</sup> day of March A. D. 1896.

J. N. Gosnell Clerk  
By Geo. B. Gosnell Deputy.

Sheriff's Return

|                  |    |
|------------------|----|
| Sheriff's Fee    | 50 |
| Service & Return | 50 |
| Mileage          | 16 |
| Copy             | 30 |
| Total            | 96 |

The State of Ohio, Union County,  
Received this writ March 2<sup>nd</sup> A. D. 1896, at 5 o'clock P. M. and served same by delivering a true copy of this writ with the endorsements thereon to Isaac J. Sparks personally and to Louisa L. Sparks by leaving a copy at her usual place of residence on the 3<sup>rd</sup> day of March, 1896.

Wm. C. Woodgrass Sheriff.

On the 4<sup>th</sup> day of April A. D. 1896, the following answer was filed by the Clerk of this Court, to-wit:

Summons  
7071

Gaar, S  
vs  
Isaac J. Sparks  
Louisa L. Sparks

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Answer  
7071

Gaar, Scott & Co.

Court of Common Pleas,  
Cassin County, Ohio.

vs  
Isaac J. Sparks & Co  
Louisa L. Sparks.

Now comes the defendant Isaac J. Sparks and Louisa L. Sparks and for answer to the plaintiffs petition says: The plaintiff ought not to have a judgment or maintain his said suit against said defendant Isaac J. Sparks & Co Louisa L. Sparks for the following reasons to wit:

That said note was obtained by said Gaar, Scott & Co. in and through their agent and with by false and fraudulent statements made to said defendant Isaac J. Sparks by said agent of said plaintiff of and concerning a certain washing machine bought of said Gaar Scott & Co. by said defendant Sparks, and in obtaining the same said agent falsely represented to the defendant that said machine was not sold and the title remained in said Gaar, Scott & Co. that immediately after obtaining said note from said defendant said Gaar Scott & Co. turned said machine out to another party thereby depriving this defendant of any further use of the same.

That said machine was defective and would not work as represented and warranted to do, and said Gaar Scott & Co. failed and neglected to put the same in repair and order as they were bound to do.

That immediately after obtaining this note and upon and taking the machine from this defendant selling the same to another party they did put the same in good condition and repair, thereby demonstrating that their representations of and concerning the same of their inability to put the same in repair was false and fraudulent, and for the purpose of cheating and defrauding this defendant.

Defendant Isaac J. Sparks further says said plaintiff ought not to maintain this action upon said note for the reason that there was no consideration for the same, and was obtained by fraud from the defendant.

Defendant further says that Louisa L. Sparks one of the defendant is only surety thereon for said Isaac J. Sparks.

Defendant therefore pray that they go hence without day and recover costs herein expended and for all proper relief.

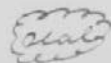
J. W. Kennedy  
Atty. for Plaintiff.

Isaac J. Sparks one of the defendant being duly sworn say the facts and allegations of the foregoing answer are as he believes true.

Isaac J. Sparks.

Sworn to and subscribed by the said Isaac J. Sparks before me this the 4th day of April 1896.

Richard L. Gamson  
Notary Public.



Reply  
7871

On the 21<sup>st</sup> day of August A.D. 1896, the following Reply was filed by the Clerk of this Court, to-wit:

Kaar, Scott & Co.  
vs.  
Charles J. Sparks et al

Court of Common Pleas,  
Union County Ohio.

The plaintiff replies to the answer of defendant, and admits that said Thrashing Machine was purchased of plaintiff by defendant, through its agent in Ohio to-wit, Emmet-White and that the note said upon was also taken by said agent.

And plaintiff denies each and every statement and allegation of defendant answer except as above admitted.

In second of reply plaintiff says that it sold and delivered the machine to defendant some time prior to the year, 1895, for the sum of \$625, and for which amount the defendant executed to plaintiff their promissory note, and gave to plaintiff a chattel mortgage on the machine to secure the same.

That about the year 1895, the defendant became dissatisfied with the thrashing machine business and with the machine itself, and in July, 1896, proposed to plaintiff through their said agent that if plaintiff would take back the machine, and surrender up the said note given for the same, and the said chattel mortgage, the defendant would pay the plaintiff \$150. for the use, wear &c. of the machine, and that he - Sparks - would quit the thrashing business, which proposition through said agent the plaintiff at once accepted, and plaintiff took back the machine, and agreed to deliver up said note and mortgage as soon as he could get them; and the defendant paid \$15 on the \$150, thus reducing it to \$135.

And thereupon Samuel Benton who was present at this settlement, (and who was aiding the defendant Sparks in thrashing, and whose engine was furnishing the power to run said thrashing machine) proposed to plaintiff's said agent to buy said machine, and did then and there buy the same of plaintiff's said agent.

Said Sparks being present, and having full knowledge of said sale to Benton, consented thereto, and was satisfied with the entire transaction then and there had; and the said agent procured from plaintiff said note and mortgage, and on the 22<sup>nd</sup> day of July, surrendered them up to said Sparks, who accepted them in full settlement, and at once, on same day executed to plaintiff the note, upon which this action is brought.

Plaintiff therefore asks judgment as it has already done in its petition.

Porter & Porter,

Attys for Pltff.

John L. Porter being sworn makes oath that he is one of the Attorneys for the plaintiff in this action.

That this action is founded upon a written instrument for the payment of money only, and is now in possession of affiant as such Attorney; and that the facts stated in the foregoing pleadings are true as he believes.

John L. Porter.

Entry  
7071

Entry  
7071

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Charles J. Sparks  
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known to by John L. Porter, before me, and subscribed by him in my presence, this 21<sup>st</sup> day of August, 1896.

J. N. Gosnell Clerk  
By Geo. A. Gosnell Deputy.

Entry  
7071

On the 21<sup>st</sup> day of September A. D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:  
Gaar, Scott & Co. vs Isaac J. Sparks & Louisa L. Sparks. Court of Common Pleas, Union County, Ohio.

This day on motion of defendants this cause is passed over and delayed until the 3<sup>rd</sup> day of October 1896, on the motion and showing of defendants, and at their costs.

It is therefore considered that plaintiff recover of defendants the costs of said delay, taxed at \$

J. M. Kennedy for Defs.  
Porter & Porter for Plff.

Entry  
7071

On the 17<sup>th</sup> day of October A. D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:  
Gaar Scott & Co. vs Isaac J. Sparks & Louisa L. Sparks. Court of Common Pleas, Union County, Ohio.

This day this cause came on to be heard upon the issue joined between the parties; and neither party requesting a jury, but both parties waiving a jury trial, this cause is submitted to the Court, and the Court after hearing the evidence, find for the plaintiff, and find that there is due to plaintiff from said defendants the sum of One Hundred and thirty five Dollars (\$135) with interest to be added at 8 per cent from September 22<sup>nd</sup> 1896, making in all \$145.80 as claimed by plaintiff in its petition.

It is therefore considered and adjudged by the Court, that the plaintiff recover of the defendants said sum of \$145.80 (interest to be computed from September 22<sup>nd</sup> 1896,) and also its costs in this behalf expended taxed at \$37.89.

J. M. Kennedy, Atty for Defs.  
Porter & Porter Atty for Plff.

Attest,  
J. N. Gosnell  
Clerk.

Continued on page #569

Please continued and held at the Court House in  
Waverly, with and for the County of Union, in the Fourth Judi-  
cial District of the Court of Common Pleas of the state of Ohio,  
before the Honorable John A. Price, Judge of said Court, of the Term  
of September, to-wit: on the 17<sup>th</sup> day of September in the year  
of our Lord One thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 17<sup>th</sup> day  
of September A.D. 1896, James A. Kile filed in the Clerks  
Office of the said Court of Common Pleas, the following  
Petition against Taylor Westmoller et al, to-wit:

Petition  
6965

James A. Kile Et  
Lorenzo C. Kent  
vs  
Taylor Westmoller  
Catherine Westmoller Et  
John Robinson.

Court of Common Pleas,  
Union County, Ohio.

1<sup>st</sup> Cause of Action.

James A. Kile and Lorenzo C. Kent the plaintiff for  
first cause of action says there is due them from said  
Taylor Westmoller and Catherine Westmoller on a promissory  
note of said Taylor and Catherine Westmoller the sum of  
Seven Hundred and Seventy Five Dollars, with interest from  
September 11<sup>th</sup> 1893, at the rate of 8% per annum payable  
annually, of which note the following is a Copy, to-wit:

\$775<sup>00</sup> Plain City Ohio, September 11<sup>th</sup> 1893.

Two years after date for value received I promise to  
pay to the order of James A. Kile and Lorenzo C. Kent  
Seven Hundred and Seventy Five (775) Dollars with interest  
at 8% till paid payable annually.

(signed) Taylor Westmoller  
Catherine Westmoller.

2<sup>nd</sup> Cause of Action.

And for further cause and to secure the payment  
of said promissory note herein mentioned according to the  
tenor thereof, the said Taylor Westmoller and wife duly execu-  
ted and acknowledged and delivered to the plaintiff, the said  
Catherine Westmoller adjoining with her said husband in  
the granimus for the signing and acknowledgment thereof, their  
certain debt bearing date on the 11<sup>th</sup> day of September A.D. 1893,  
and thereby conveyed to the plaintiff in fee simple freed  
from all rights including the dower of the said Catherine  
Westmoller in and to the same, the following described  
lands and tenements and hereditaments situated in Union  
County, and state of Ohio, to-wit:

Lot No. 83 on the south side of west 12<sup>th</sup> Avenue in  
said Village of Plain City Union County, Ohio, bounded as  
follows;

On the north by said West 12<sup>th</sup> Avenue, on the west by  
property owned by Joseph Koler, on the south by property  
owned by the Koler Brothers and on the east by property

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James A  
Kile et al  
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Said deed was delivered to the Recorder of Union County at his office according to law on the 11<sup>th</sup> day of September at 8.45 O'clock A. M. and was duly recorded in Book 32, Page 297 & 298.

Said mortgage deed has a condition thereunder written, that in case the said Taylor Westmoller or some one for him shall pay or cause to be paid unto the said James A. Kile and Lorenzo Hunt or to their executors Administrators and assigns his promissory note of even date herewith, of which the following is a copy to-wit:

\$775<sup>00</sup>.

Plain City Ohio, September 1893.

Two years after date for value received I promise to pay to the order of James A. Kile and Lorenzo C. Hunt Seven Hundred and Seventy Five (\$775<sup>00</sup>) Dollars with interest at 8% till paid, payable annually.

Signed - Taylor Westmoller

that these promises shall be void otherwise to be and remain in full force and virtue in law.

The said Taylor Westmoller has wholly failed to pay said note or any part thereof although the same is past due wherefore said deed of mortgage has become absolute

And the plaintiff further says that said defendant John Robinson claims to have a lien upon said above described premises.

Wherefore the plaintiff asks judgment against said defendants Taylor Westmoller and Catharine Westmoller for the sum of Seven Hundred and Seventy Five Dollars with interest from the 11<sup>th</sup> day of September A. D. 1893. Also that said John Robinson be required to set up the nature of and amount of his said claim in and upon said premises.

That said promises be void as upon execution to satisfy plaintiffs mortgage indebtedness from said Taylor Westmoller and wife, and the judgment obtained by the plaintiff.

That the respective liens and rights and claims of the plaintiff and of John Robinson be marshalled and determined by the Court for costs and all proper relief.

J. O. Kennedy  
Sly. for Cliff

The State of Ohio, Union County, ss.

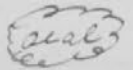
James A. Kile one of the plaintiffs above named, being duly sworn says the facts and allegations of the foregoing petition are as he believes true.

James A. Kile

Sworn to and subscribed by the said James A. Kile before me this 17<sup>th</sup> day of September A. D. 1893.

L. Piper  
Notary Public.

For Union County Ohio.



Receipt

To the Clerk:

Issue Summons directed to the Sheriff of Union County, for Taylor Westmiller, Catharine Westmiller and John Robinson, returnable according to law; Endorsed: Judgment for \$775.00 with interest from the 11<sup>th</sup> day of Sept. 1893, at 8% payable annually and foreclosure of Mortgage.

J. W. Kennedy  
Atty. for Plaintiff.

Summons.

On the 17<sup>th</sup> day of September A.D. 1895, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Taylor Westmiller, Catharine Westmiller his wife, and John Robinson, that they have been sued by James A. Hill and Lorenzo B. Kent in the Court of Common Pleas of Union County, and must answer by the 17<sup>th</sup> day of Oct. A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 30<sup>th</sup> day of Sept. A.D. 1895.

Witness my hand and the seal of said Court, this 17<sup>th</sup> day of Sept. A.D. 1895.

*(Seal)*

J. N. Gosnell Clerk  
By J. A. Gosnell Deputy

Sheriff's Return.

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|------------------|----|----|
| Sheriff's Fees   | \$ | 40 |
| Service & Return |    | 80 |
| Mileage          | 2  | 08 |
| Copy             |    | 40 |
| Total            | 3  | 33 |

The State of Ohio, Union County.

Received this writ Sept. 17<sup>th</sup> A.D. 1895,

at 11 o'clock A.M. and served same by delivering a true copy of this writ with the endorsements thereon to Catharine Westmiller personally and to Taylor Westmiller and John Robinson by leaving a copy at their usual place of residence on the 18<sup>th</sup> day of Sept. 1895.

Wm. S. Snodgrass Sheriff.

Answer and Cross-Petition of John Robinson.  
6965

On the 30<sup>th</sup> day of September A.D. 1895, the following Answer and Cross-Petition of John Robinson was filed, to-wit:

James A. Hill et al  
vs  
Taylor Westmiller et al

Court of Common Pleas,  
Union County, Ohio.

Defendant John Robinson says that the defendants Taylor Westmiller and Catharine Westmiller his wife, did on the 26<sup>th</sup> day of October A.D. 1892, convey the premises in the petition described to Orr Brown & Price by mortgage to secure the payment of Four hundred and fifty dollars with interest at the rate of Eight per cent per annum from date payable annually, which deed of mortgage was on the 27<sup>th</sup> day of October A.D. 1892, duly left for record with the Recorder of said County of Union, and became and still is a valid and subsisting and first lien on

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said premises and said Taylor Westmoller and Catharine Westmoller have paid on the same the sum of no dollars on the day of and no more and the balance of \$450.00 with interest at 8% from October 26th 1892, with rest is still due and owing from said Taylor Westmoller and Catharine Westmoller to him.

The said mortgage and note secured thereby were duly assigned to said John Robinson and he is now the bona fide owner and holder thereof for value.

Whereupon said John Robinson prays that said property may be sold and his said claim be first satisfied out of the proceeds thereof.

J. B. Cole  
Atty. for Robinson

State of Ohio, Union County, ss:

John Robinson the defendant above named being first duly sworn says that the facts stated and allegations in his foregoing pleading are as he believes true.

John Robinson.

Sworn to and subscribed before me this 25th day of September, 1895.

James W. Campbell  
Probate Judge

Seal

Answer and  
Cross-Petition  
of Taylor  
Westmoller  
6965

On the 19th day of October A.D. 1895, the following Answer & Cross-petition was filed, to-wit:

James A. Hill Ed  
Lorenzo B. Kent: vs  
Taylor Westmoller,  
Catharine Westmoller  
Ed John Robinson.

Court of Common Pleas,  
Union County, Ohio.

Now comes the defendant and for answer and Cross-petition says:

He admits the execution of the note and mortgage and on herein, and says that the plaintiff ought not to recover thereon because; he says that on or about the 11th day of September, 1893, this defendant was the owner and in possession of a Drug Store located in Plain City, Ohio, consisting of a general line of drugs and fixtures necessary to carry on a retail drug business in which the defendant was on and before said day engaged with said store.

That shortly before said day this defendant said Drug Store was levied upon by the Sheriff of Madison County, Ohio, by virtue of an execution issued from the Court of Common Pleas of Madison County, Ohio, against this defendant.

That previous to said 11th day of September, 1893, this defendant was indebted to Rufus Andrews in the sum of Five Hundred (\$500) dollars for which sum the plaintiff

herin wore his security; that on said 11<sup>th</sup> day of Sept. 1893, the plaintiffs herein in consideration of the mortgage and note, described and set out in the plaintiffs petition: then promised and undertook with this defendant to pay the said Rufus Andrews the said note of Five Hundred (\$500) Dollars and the interest thereon and to liquidate the judgment and costs amounting to about One Hundred and Forty Dollars (\$140) on which execution had been issued from the Court of Common Pleas; Madison County, Ohio, as aforesaid and to release and return to the defendant the Drug Store that had been levied on.

This defendant says that the plaintiff herein did not pay said note or any part thereof and that the same is still outstanding and that he is still liable thereon; that the plaintiff in violation of their said agreement with this defendant failed, refused and neglected to cancel the said judgment of about One Hundred and Forty Dollars, and to release the said levy as made by the said Sheriff as aforesaid; when in a few days after the execution of said note and mortgage this defendant's Drug Store was exposed to public sale by the said Sheriff of Madison County, Ohio, and about two-thirds  $\frac{2}{3}$  of the contents thereof sold to the highest bidder at about one-third its actual value.

That the entire stock contained in said Drug Store was of the value of about Two Thousand (\$2000) Dollars.

That afterwards this defendant sold out the remaining stock to a great disadvantage and loss.

The defendant further says that by reason of the execution of the mortgage and note said on herein, covering all his real estate he was unable to get funds or pay off the said judgment and costs of about One Hundred and Forty (\$140) Dollars or to replace the stock of goods sold by the said Sheriff.

The defendant says that on and for Four (4) years previous to the 11<sup>th</sup> day of September 1893 he was and had been engaged with his said Drug Store in Plain City, Ohio, in a general retail drug business; which fact was on said 11<sup>th</sup> day of September, 1893 well known to said plaintiff.

That the profits and earnings of this defendant in his said retail drug business was about Nine Hundred (\$900) Dollars annually.

Therefore this defendant prays that the said mortgage may be canceled and held for naught and that he may be allowed the damages he has sustained by reason of the premises.

Agas & Agas Attys. for Defendant.

State of Ohio, Madison County, ss:

Taylor Westmiller, defendant being sworn says he believes the facts stated in the above pleadings to be true.

Taylor Westmiller.

October

Entry  
6965

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Taylor & Co

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Reply  
6965

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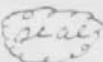
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Subscribed and sworn to before me this 19<sup>th</sup> day of October 1895;



James W. Campbell  
Probate Judge.

Entry  
6965

On the 2<sup>nd</sup> day of December A.D. 1895, the following entry was filed by the Clerk of this Court, to-wit:

James A. Hill et al  
vs  
Taylor Westmiller et al  
Court of Common Pleas,  
Union County, Ohio.

This day came the plaintiff by their attorney and obtained leave to file reply to defendants answer. Reply filed.

Reply  
6965

On the 2<sup>nd</sup> day of December A.D. 1895, the following Reply was filed by the Clerk of this Court, to-wit:

James A. Hill et al  
Lorenzo C. Hunt,  
vs  
Taylor Westmiller,  
Catherine Westmiller et al  
John Robinson  
Court of Common Pleas,  
Union County, Ohio.

Now comes the plaintiff and by leave of the Court files this their Reply to defendants answer, and say they deny that the mortgage and note sued on had as a part of its conditions the judgment refused to in said answer as of Madison County Court of Common Pleas, of the value of about \$1400.00 as stated in said answer, and deny each and every allegation in said answer in relation thereto.

Plaintiff further say, they admit the execution of the note to Rufus Andrews and their security thereon and that said note was for the original \$500.00 and interest accrued and for all interest and other costs thereon.

And for further relief say said defendant failed to pay any of the interest and accumulations thereon on the same, and said plaintiff had assumed the said debt of Five Hundred Dollars to Rufus Andrews and paid the interest due thereon long before the commencement of this action and are bound to pay the same with all accumulations by way of interest and expense.

Plaintiff further says the defendants Taylor Westmiller and Catherine Westmiller are at this time wholly insolvent and have no property except what is covered by the mortgage herein sued on of about the value of One thousand Dollars, subject to another mortgage of Five Hundred Dollars.

Plaintiff further says they deny each and every other allegation contained in said answer not herein and heretofore plead to and pray as in their petition.

J. W. Kennedy  
Atty. for Plff.

The State of Ohio, Union County, ss:

Lorenzo B. Hunt being first duly sworn, says he is one of the plaintiffs above named, says the facts and allegations of the foregoing Reply are as he believes true.

L. B. Hunt.

Sworn to and subscribed by the said Lorenzo Hunt before me this 29<sup>th</sup> day of November, A. D. 1895.

Richard L. Cameron  
Notary Public.

*(Seal)*

On the 2<sup>nd</sup> day of December A. D. 1895, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
6955  
James B. Hill  
Lorenzo B. Hunt,  
vs  
Taylor Westmoller,  
Catherine Westmoller,  
Ed John Robinson.

Court of Common Pleas,  
Union County, Ohio.

This day came the parties in this action by their attorneys, and thereupon this cause came on to be heard on the petition of the plaintiff and answer and Cross-petition of the defendant John Robinson, and the evidence.

The defendants Taylor Westmoller and Catherine Westmoller being in default for answer and demurrer to the said Cross-petition of John Robinson.

And the said plaintiff being in default for answer and demurrer to the said Cross-petition of John Robinson and was submitted to the Court.

On consideration whereof the Court find that the allegations of said answer and Cross-petition of the defendant John Robinson are confessed by the Plaintiffs and said Taylor Westmoller and Catherine Westmoller to be true.

And the Court find that there is due to the said John Robinson defendant from the said Taylor Westmoller and Catherine Westmoller the sum of \$568.<sup>00</sup> with interest at 8% as in his answer and Cross-petition set forth.

And the Court further find that in order to secure the payment of said debt the said Westmollers defendants executed their certain mortgage deed upon the said property in said answer and Cross-petition described, being the same property described in plaintiffs petition, and that said mortgage was on the 27<sup>th</sup> day of October, 1892, duly recorded in book 31 page 507, of the records of Union County Ohio, of mortgages, and that the same is the first lien on the premises described in said petition and Cross-petition.

It is therefore considered by the Court that unless the said defendants Taylor Westmoller and Catherine Westmoller shall within 10 days from the entry hereof pay or

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cause to be paid to the said plaintiff the said sum of \$568.00 or found due with interest at 8% from date of this entry, and to the Clerk of this Court the costs taxed herein at \$ The equity of redemption of the said Westmellers and dependants, be foreclosed, and said premises shall be sold, and an order of sale therefor shall issue to the Sheriff of Union County, directing him to sell said premises as upon execution and bring the proceeds into Court for other order.

J. B. Cole  
Atty. for Robinson.

Order of  
Sale.

On the 19<sup>th</sup> day of December A. D. 1895, the following Order of Sale was issued to the Sheriff of Union County, Ohio, to-wit:

the state of Ohio, Union County, ss.

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Mansfield, in said County of Union, on the 2<sup>nd</sup> day of December, 1895, John Robinson obtained a Judgment and decree against Taylor Westmeller and Catherine Westmeller for the sum of Five Hundred and Sixty Eight Dollars and Sixteen  $\frac{13}{100}$  Dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Taylor Westmeller and Catherine Westmeller within 10 days from the 2<sup>nd</sup> day of December A. D. 1895, pay unto the said John Robinson the said sum of Five Hundred and Sixty Eight Dollars, with interest from the 2<sup>nd</sup> day of December, 1895; and costs aforesaid; and on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating Judgments and Executions at Law, to sell the real estate described in the plaintiff's petition, &c.

And whereas, the 10 days aforesaid have fully expired, and the said sum of Five Hundred and Sixty Eight Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to-wit: and in the Village of Plain City.

Lot No. 86 on the south side of West 12<sup>th</sup> Avenue in said Village of Plain City Union County, Ohio, Bounded as follows: on the north by said West 12<sup>th</sup> Avenue on the west by property owned by Joseph Koler, on the south by property owned by the Koler Brothers, and on the east by property owned by Dexter D. Ketch.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably

to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville, this 19<sup>th</sup> day of December A.D. 1895.  
J. N. Grinnell Clerk

*(Seal)*

Sheriff's Return.

|                   |           |             |
|-------------------|-----------|-------------|
| Sheriff's Fee     | \$        | 40          |
| Service           |           | 25          |
| Levy              |           | 25          |
| Sum. Appraisors   | 1         | 20          |
| Swear. "          |           | 25          |
| Writing Appraisal |           | 25          |
| Copy of "         |           | 25          |
| Notice to Remain  |           | 25          |
| Affidavit of "    |           | 25          |
| Writing Notice    |           | 25          |
| mileage           | 2         | 50          |
| Return            |           | 25          |
| <b>Total</b>      | <b>\$</b> | <b>5 50</b> |

The State of Ohio, Union County, ss:

In obedience to the command of the order of Sale hereto annexed, I did on the 20<sup>th</sup> day of December, 1895, summon C. T. Briz, J. F. Evans and D. D. Ketch three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward on the 3<sup>rd</sup> day of December, A.D. 1895, said Appraisors returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value

in money of the same at Eleven Hundred (\$1100) Dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 4<sup>th</sup> day of December 1896, I caused to be advertised in the Mansville Tribune (a newspaper printed and published, and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 25<sup>th</sup> day of January A.D. 1896, at One O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: 5 consecutive weeks; and in pursuance to said notice, I did, on said 25<sup>th</sup> day of January A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale.

Not sold for want of bidders.

Wm. J. Snodgrass, Sheriff.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with December 25<sup>th</sup> 1896.

W. D. Shearer.

Sheriff's Sale  
6965

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Sworn to and subscribed before me, this 23<sup>rd</sup> day of January, 1896.

Printed Fee, \$11<sup>25</sup>.

J. N. Yarnall Clerk

Sheriff's Sale  
6965

Jamus A. Kile et al  
vs  
Taylor Westmiller et al

On Order of Sale

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the south door of the Court House in Mansfield, Ohio, on Saturday, January 25, 1896, at or about the hour of One O'clock, P.M. on said day the following described real estate, to-wit:

Situate in the Village of Plain City, County of Union, and State of Ohio, and bounded and described as follows:

Lot No. 86, on the south side of West First Avenue in said Village of Plain City, Union County, Ohio, bounded as follows:

On the north by said first Avenue, on the west by property owned by Joseph Kaler, on the south by property owned by the Kaler Brothers, and on the east by property owned by Dexter D. Ketch.

Appraised at \$100.  
Terms of Sale Cash.

Wm. Snydgrass Sheriff of Union County, Ohio.

December 25, 1895;

On the 16<sup>th</sup> day of January A.D. 1896, the following Answer was filed by the Clerk of this Court, to-wit:

Answer  
6965

Jamus A. Kile et al  
vs  
Taylor Westmiller et al

Court of Common Pleas,  
Union County, Ohio.

The defendant Catherine Westmiller now comes and for her separate Answer herein says:

That she is the wife of Taylor Westmiller the above named defendant and entitled to dower in the lands described in the plaintiffs petition; that she received no part of the consideration for the execution of said mortgage and that the value of said lands is of greater value than the amount named in the plaintiffs petition.

That she is 52 years of age, she therefore prays the Court that her dower may be ascertained in the said lands so described in the plaintiffs petition and that on final distribution herein the same may be awarded to her.

Ayers & Ayers  
Attys. for Defs.

State of Ohio, Union County, ss:

Catherine Westmiller, defendant herein now says that the facts and allegations stated in the

above pleadings are true, as she believes.

Catherine Westmiller.

Subscribed and sworn to before me, this 13<sup>th</sup> day of January A.D. 1896.

Erva Pitcher  
Notary Public.

State

On the 21<sup>st</sup> day of January A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Entry  
6965

James A. Hile et al  
vs  
Taylor Westmiller et al  
Court of Common Pleas,  
Union County, Ohio.

This day this cause came on for hearing on the issues joined by the parties and the Court being fully advised in the premises do find as follows:

1<sup>st</sup> That the plaintiffs will be entitled to recover of the defendants the amount now due and paid by said plaintiff to be (\$129.40) One Hundred and Twenty Nine & 4/10 Dollars, and that the plaintiffs are entitled to an order of sale of premises described in said petition.

The Court further finds that said mortgage is an indemnity mortgage and that the sum so found is as follows; \$40. with interest from August-15<sup>th</sup> 1894, at 8%: \$40. with interest at 8% from Dec. 20, 1894. and \$40. with interest at 8% from August-15, 1894.

It is therefore ordered and adjudged by the Court that said plaintiff have an order of sale for said premises for said sum of \$129.40 and that as to the balance of said mortgage this case is continued.

Agus edgers  
Willy for Defendant.

Motion  
for re-  
appraisment.  
6966

On the 28<sup>th</sup> day of September A.D. 1896, the following Motion was filed by the Clerk of this Court, to-wit:

James A. Hile et al  
vs  
Taylor Westmiller et al  
Court of Common Pleas,  
Union County, Ohio.  
Cristake.

Now comes the defendant John Robinson and moves the Court to set aside the appraisment heretofore made and to order a new appraisment and sale of the premises in the petition of plaintiff and Cross-petition of said defendant described.

Alias Order  
of Sale

On the 1<sup>st</sup> day of August A.D. 1896, the following Alias Order of Sale, was issued to the Sheriff of Union County, to-wit:  
The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:  
Whereas, at a term of Court of Common Pleas, holden at the Court House within and for said County, upon the 2<sup>nd</sup> day of December, 1895, James A. Hile et al obtained a judgment

Sheriff's  
Return.

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or decree against Taylor Kestoweller and Catherine Kestoweller, for the sum of Five Hundred and Sixty Eight Dollars, and Sixteen & 13/100 Dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged and decreed that the said Taylor Kestoweller et al. within 10 days from the 2<sup>nd</sup> day of December A.D. 1896; pay unto the said James A. Kile the sum of Five Hundred and Sixty Eight Dollars with interest at 8 per cent from the 2<sup>nd</sup> day of December, 1896; and costs aforesaid; and upon default to pay the same, that an order of Sale issue to the Sheriff of said County, Commanding him to proceed according to the Statute regulating judgments and Executions at law, to sell the real estate described in plaintiff's petition, etc.

And whereas, after the 10 days aforesaid have fully expired, and the said sum of \$868.00 and costs aforesaid, have not been paid, or any part thereof, as appears to me of record, then in accordance with said order of the Court an order of Sale issue out of this Court, on the 19<sup>th</sup> day of December A.D. 1896; under which the following lands and tenements were appraised, advertised and offered for sale, to-wit:

On the Village of Plain City: Lot No. 86 on the south side of West First Avenue in said Village of Plain City, Union County, Ohio, Bounded as follows:

On the north by said First Avenue, on the west by property owned by Joseph Kaler, on the south by property owned by the Kaler Brothers, and on the east by property owned by Dexter D. Ketch.

And whereas, no sale was made under said order; We therefore command you, that you proceed without delay to advertise and sell, according to the statute regulating Sales on judgments and Executions at law, the said premises above described, under the appraisement had under the said former order of Sale, to-wit: \$1100.00, and the costs arising from said Sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court,

This 12<sup>th</sup> day of August, A.D. 1896.

J. N. Gosnell Clerk.

By Jno A. Gosnell Deputy.

Sheriff's Return.

|                   |    |    |
|-------------------|----|----|
| Sheriff's Fees    | \$ | 25 |
| Notice to Printer |    | 25 |
| Affidavit of "    |    | 25 |
| Writing Notice    |    | 25 |
| Mileage           | 2  | 00 |
| Return            |    | 25 |
| Total             | 3  | 00 |

The State of Ohio, Union County, ss:

In obedience to the command of the Order of Sale hereto annexed, I did on the 5<sup>th</sup> day of September, 1896, cause to be advertised in the Mansfield Tribune (a newspaper printed and published and of general circulation in said County), said lands and tenements to be sold at public sale, at the door of the Court House of

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said County, on the 5<sup>th</sup> day of September A. D. 1896, at-  
One O'clock P. M. of said day.

And having advertised the said lands and tenements  
for more than thirty days previous to the day of sale, to-wit:  
5 consecutive weeks, and in pursuance to said notice, I  
did on said 5<sup>th</sup> day of September A. D. 1896, at- the time and  
place above mentioned, proceed to offer said lands and  
tenements at- public sale, at the door of said Court House.

Not- sold for want of bidders.

Wm. C. Surograsso Sheriff.

On the 28<sup>th</sup> day of September A. D. 1896, the following Motion for  
re- appraisement was filed by the Clerk of this Court, to-wit:

Motion  
6965

James A. Kile et al  
vs  
Taylor Westmoller et al

Court of Common Pleas,  
Union County, Ohio.

Now comes the defendant John Robinson  
and moves the Court to set aside the appraisement here-  
before made and to order a new appraisement and sale  
of the premises in the petition of plaintiff and con-  
-petition of said defendant described; for grounds he says;  
the said property has been twice advertised and offered  
for sale under said original appraisement and returned  
by the Sheriff "not sold for want of bidders."

J. B. Cole

for John Robinson.

On the 28<sup>th</sup> day of September A. D. 1896, the following Entry  
was filed by the Clerk of this Court, to-wit:

Entry  
6965

James A. Kile et al  
vs  
Taylor Westmoller et al

Court of Common Pleas,  
Union County, Ohio.

It appearing to the Court that the  
real estate herein ordered to be sold has been twice  
advertised and offered for sale under the present ap-  
-praisement and still remains unsold for want of  
bidders, it is now on motion ordered that said apprais-  
-ment be set aside and a reappraisement of the same  
be made, and that a new order of sale issue to the  
Sheriff of Union County directing him to sell said  
premises as upon execution and bring the proceed into  
this Court for further order.

Order  
of  
Sale

On the 28<sup>th</sup> day of September A. D. 1896, the following Order of  
Sale was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County- Greeting:

Whereas at a Court of Common Pleas, holden at  
the Court House in Mansville in said County of Union  
on the 2<sup>nd</sup> day of December, 1895, James A. Kile et al

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obtained a judgment and decree against Taylor Kusterweller and Catherine Kusterweller for the sum of Five Hundred Sixty Eight Dollars and Forty Eight & 7/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Taylor Kusterweller and Catherine Kusterweller within 10 days from the 2nd day of December A. D. 1895, pay unto the said John Robinson the said sum of Five Hundred Sixty Eight Dollars, with interest from the 2nd day of December, 1895, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating Judgments and Executions at Law, to sell the real estate described in the plaintiffs petition, &c.

And whereas the 10 days aforesaid have fully expired, and the said sum of Five Hundred Sixty Eight Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed without delay to appraise, advertise and sell according to the Statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, to-wit:

In the Village of Plain City, Lot No. 86 on the south side of west First Avenue in said Village of Plain City, Union County, Ohio, bounded as follows:

On the north by said First Avenue, on the west by property owned by Joseph Kaler, on the south by property owned by the Kaler Brothers, and on the east by property owned by Dexter D. Ketch.

We therefore command you, that you proceed to carry said order, judgment and decree into execution accordingly to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas herein within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield, this 28th day of September, A. D. 1896.

J. N. Grull Clerk  
of Court of Common Pleas,  
By J. A. Grull  
Deputy Clerk

Sheriff's Return

|                   |    |    |
|-------------------|----|----|
| Sheriff's Fee     | \$ | do |
| Service           |    | 25 |
| Levy              |    | 25 |
| Levy. Appraisals  | 1  | 20 |
| Swearing "        |    | 25 |
| Conveying "       | 1  | 00 |
| Writing Appraisal |    | 25 |
| Copy of "         |    | 25 |
| Notice to Printer |    | 25 |
| Affidavit of "    |    | 25 |
| Mileage           | 2  | 00 |
| Return            |    | 25 |
| Total             | 6  | 20 |
| Appraisers Fee    | 3  | 00 |

The State of Ohio, Union County, ss.  
 On obedience to the command of the order of sale hereto annexed, I did on the 3<sup>rd</sup> day of September, 1896, summon Zaccariah P. Williams, N. Harrington and W. Hopkins three disinterested freeholders, residents of said County, who came by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 31<sup>st</sup> day of September, A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at \$900.00.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County. And on the 30<sup>th</sup> day of September 1896, I caused to be advertised in the Mansfield Tribune (a newspaper, printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 31<sup>st</sup> day of October, A.D. 1896, at One O'clock P.M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: 5 consecutive weeks, and in pursuance of said notice, I did, on said 31<sup>st</sup> day of October A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came John Robinson who bid for the same the sum of \$601.00, and said sum being over two-thirds of the appraised value thereof, and said John Robinson being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of \$601.00.

Wm. J. Swadgrass Sheriff.

Affidavit of Printer.

The State of Ohio, Union County, ss.  
 The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with September 30<sup>th</sup> 1896.

H. C. Shearer.

Sworn to and subscribed before me, this 6<sup>th</sup> day of November, 1896.

Printer's Fee, \$11.00

J. N. Gosnell Clerk

Shuff. Sale.

James Taylor  
 By Court for sale Ohio, on One O'clock to-wit: Situ and Sta En of West County, property owned owned to  
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Shuff.  
Sale.

James A. Nile et al  
vs  
Taylor Westmiller et al

On order of Sale.

Court of Common Pleas, Union County, Ohio.

By virtue of the above writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the south door of the Court House in Mansfield, Ohio, on Saturday, October 31, 1896, at or about the hour of one o'clock, P. M. on said day the following described real estate to-wit:

Situate in the Township of Jerome, County of Union, and State of Ohio, and bounded and described as follows:

On the Village of Plain City, lot No. 86 on the south side of West First Avenue, in the Village of Plain City, Union County, Ohio, bounded as follows:

On the north by said First Avenue, on the west by property owned by Joseph Kaler, on the south by property owned by the Kaler Brothers, and on the east of property owned by Dexter D. Kelch.

Appraised at \$900.

Terms of sale cash.

Wm. Snodgrass Sheriff

September 30, 1896.

On the 16th day of November A.D. 1896, the following Motion was filed by the Clerk of this Court, to-wit:

Motion  
6965

James A. Nile et al  
vs  
Taylor Westmiller et al

Court of Common Pleas,  
Union County, Ohio.

Now comes John Robinson defendant and cross-petitioner and moves the Court to confirm the sale made herein

J. B. Cole  
Att'y for Robinson.

On the 16th day of November A.D. 1896, the following Entry was filed in the Clerk's office, to-wit:

Entry  
6965

James A. Nile et al  
vs  
Taylor Westmiller et al

Court of Common Pleas,  
Union County, Ohio.

On motion of defendant cross-petitioner John Robinson by his attorney, and on his producing the return of the Sheriff of the sale made under the former order of this Court:

And the Court, on careful consideration of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser John Robinson by deed in fee simple the lands and tenements so sold, and that the purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to \$601.00, it is ordered that the Sheriff out of the money in his hands pay-

First: The costs of this action, taxed at \$95.38.

Second: To the said Cross-petitioner John Robinson defendant, as a credit upon the amount heretofore found due him \$505.62 the remainder of said proceeds.

J. B. Cole  
Atty. for Robinson.

Attest

J. N. Hosnell  
Clerk.



Mayville,  
Judicial  
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A. D. 189  
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Petition

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Clerks continued and held at the Court House in Mansfield, within and for the County of Lorain, in the Court Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 7<sup>th</sup> day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 25<sup>th</sup> day of September A. D. 1896, The National Wall Paper Company filed in the Clerk's office of the said Court of Common Pleas, the following petition against Jesse F. Pearce, to-wit:

Petition  
7216

The National Wall Paper Co. vs Jesse F. Pearce  
Court of Common Pleas  
Lorain County, Ohio

The plaintiff, The National Wall Paper Co. is a corporation organized and existing under the laws of the State of New York and as such incorporated company possess and have branch offices and stores in various parts of the United States among which branches and stores of said plaintiff Company are the Greenwell & Washburn Branch of Philadelphia, Pennsylvania and the Pittsburgh Jobbing Department of Pittsburgh, Pennsylvania.

Said corporation has complied with all the laws of the State of Ohio, regulating and affecting foreign corporations, doing business in the State of Ohio.

First Cause of Action:

The plaintiff's first cause of action is founded upon a promissory note of which the following is a copy:  
" \$90.45" Mansfield, Ohio, December, 12, 1895:

Sixty days after date I promise to pay to the order of The National Wall Paper Co. Ninety and Forty-five hundredths dollars with interest at six per cent per annum.

(Signed) Jesse F. Pearce."

There are no indorsements or credits on said note. There is due the plaintiff on said note from the said defendant the sum of Ninety and Forty-five hundredths dollars with six per cent interest thereon from December 12, 1895.

Second Cause of Action:

The plaintiff's second cause of action is founded upon an account for goods sold and delivered by said plaintiff to the said defendant, a copy of which account is hereto attached and made a part of this petition marked exhibit "A."

There is due the plaintiff from the defendant on said account the sum of \$389.69 together with interest thereon at six per cent from August 8<sup>th</sup> 1896.

Third Cause of Action:

The plaintiff's third cause of action is founded upon an account for goods sold and delivered to the said defendant by the plaintiff, a copy of which account is hereto attached and made a part of this petition marked exhibit "B."

There is due the plaintiff from the defendant on said account the sum of \$508.98 together with interest at six per cent. thereon from August 5<sup>th</sup> 1896.

Therefore the plaintiff prays for a judgment against the defendant for the sum of \$989.11 with interest at six per cent. on \$90.46 thereon from December 5<sup>th</sup>, 1896.

Albany & Dillon  
Attorneys for Plaintiff.

State of Ohio }  
Franklin County ss }

Edmund B. Dillon being first duly sworn deposes and says that he is attorney for the plaintiff foregoing, duly authorized; that said plaintiff is a foreign corporation and non-resident of the State of Ohio, and absent therefrom, and that he believes the facts stated and allegations contained in the foregoing petition to be true.

Edmund B. Dillon.

Sworn to before me and signed in my presence by the said Edmund B. Dillon this 23<sup>rd</sup> day of September A. D. 1896.

F. H. Smith  
Notary Public.

Tax 40 Cts.

Receipt

To the Clerk:

Issue Summons on the foregoing petition to the Sheriff of Union County, O. returnable according to law for Jesse Please.

Amount claimed \$989.11 with six per cent interest on \$90.46 thereon from December 12, 1895 and on \$898.66 thereon from August 5, 1896.

Albany & Dillon  
Attorneys for Plaintiff.

"Exhibit A"

New York, 5/25 1896.

Mr. Jesse F. Please, Marysville, O.

For National Wall Paper Company, Dr.

N.Y. Office season ending July 1/96.

Note due February 12, 96 91 46

Interest to June 1, 96 1 55

Season ending July 1/96 92 96

Emerson and Washburn Branch

|       |        |    |         |        |    |          |
|-------|--------|----|---------|--------|----|----------|
| 1895  | July   | 1  | W. doc. |        | 80 |          |
|       | Dec.   | 27 | "       | 3/1/96 | 4  | 160 19   |
| 1896. | Feb.   | 18 | "       | "      | "  | 66 18    |
|       | "      | 29 | "       | "      | "  | 83 87    |
|       | March. | 11 | "       | 3/1/96 | "  | 24 75    |
|       | Apr.   | 2  | "       | 4/2/96 | "  | 44 69    |
|       |        | 8  | "       | 4/8/96 | "  | 9 20     |
|       |        |    |         |        |    | 989 68   |
|       |        |    |         |        |    | \$482 68 |

Mr. J. E.

Duplicate

|              |         |        |
|--------------|---------|--------|
| 50           | 40      |        |
| 641 B X      |         |        |
| 14           |         |        |
| 541 B X      |         |        |
| 50           | 40      |        |
| 014 X        | 414 K   |        |
| 8            |         |        |
| 514 K        |         |        |
| 50           | 40      |        |
| 643 F Z      | 443 F Z |        |
| 14           |         |        |
| 543 F Z      |         |        |
| 50           | 40      |        |
| 641 L        | 441 L   |        |
| 14           |         |        |
| 541 L E      |         |        |
| 40           | 40      | 4      |
| 304          | 318     | 32     |
| 16           |         | 1      |
| 1826 F (203) |         | 1836 F |
| 50           |         |        |
| 837          |         |        |
| 6            |         |        |
| 1842 F (200) |         |        |
| 50           | 40      | 50     |
| 611 L        | 411 L   | 620    |
| 14           |         | 14     |
| 511 L        |         | 52     |
| 50           | 40      |        |
| 616 P        | 449 P P |        |
| 14           |         |        |
| 516 P E      |         |        |
| 50           | 40      |        |
| 644 R        | 444 R   |        |
| 14           |         |        |
| 544 R E      |         |        |

4 p 00

Mr. Jesse Pearce Mansfield, Ohio.  
 Bought of Crosswell & Washburn,  
 (Branch of National Wall Paper Co.)  
 Duplicate Invoice  
 Manufacturers of Paper Hangings,  
 Washington Ave. and Eighteenth St.

|              |         | Discovered Quantity |       |         |       | Total Bills | Price | Amount |        |
|--------------|---------|---------------------|-------|---------|-------|-------------|-------|--------|--------|
| 50           | 40      |                     |       |         |       |             |       |        |        |
| 641 B Z      |         |                     |       |         | 40    | 6 1/2       | 5     | 85     |        |
| 14           |         |                     |       |         |       |             |       |        |        |
| 541 B Z      |         |                     |       |         | 14    | 25          | 3     | 50     |        |
| 50           | 40      |                     |       |         |       |             |       |        |        |
| 614 X        | 414 K   |                     |       |         | 90    | 7           | 6     | 30     |        |
| 8            |         |                     |       |         |       |             |       |        |        |
| 514 K        |         |                     |       |         | 8     | 18          | 1     | 44     |        |
| 50           | 40      |                     |       |         |       |             |       |        |        |
| 643 F Z      | 443 F Z |                     |       |         | 90    | 7 1/2       | 6     | 75     |        |
| 14           |         |                     |       |         |       |             |       |        |        |
| 543 F Z      |         |                     |       |         | 14    | 25          | 3     | 50     |        |
| 50           | 40      |                     |       |         |       |             |       |        |        |
| 641 L        | 441 L   |                     |       |         | 90    | 8           | 7     | 20     |        |
| 14           |         |                     |       |         |       |             |       |        |        |
| 541 L E      |         |                     |       |         | 14    | 35          | 4     | 90     |        |
| 40           | 40      | 40                  |       |         |       |             |       |        |        |
| 304          | 318     | 325                 |       |         | 120   | 10          | 12    | 00     |        |
| 16           |         | 16                  |       |         |       |             |       |        |        |
| 1826 F (203) |         | 1836 F (225)        |       |         | 32    | 50          | 16    | 00     |        |
| 50           |         |                     |       |         |       |             |       |        |        |
| 837          |         |                     |       |         | 50    | 20          | 10    | 00     |        |
| 6            |         |                     |       |         |       |             |       |        |        |
| 1842 F (200) |         |                     |       |         | 6     | 65          | 3     | 90     |        |
| 50           | 40      | 50                  | 40    | 50      | 40    |             |       |        |        |
| 611 L        | 411 L   | 620 M               | 420 M | 631 K   | 431 K |             |       |        |        |
| 14           |         | 14                  |       | 14      |       |             |       |        |        |
| 511 L        |         | 520 M E             |       | 531 K E |       |             |       |        |        |
| 50           | 40      |                     |       |         |       |             |       |        |        |
| 616 P        | 449 PP  |                     |       |         | 360   | 11          | 39    | 60     |        |
| 14           |         |                     |       |         |       |             |       |        |        |
| 516 P E      |         |                     |       |         | 56    | 40          | 22    | 40     |        |
| 50           | 40      |                     |       |         |       |             |       |        |        |
| 644 K        | 444 K   |                     |       |         | 90    | 12 1/2      | 11    | 25     |        |
| 14           |         |                     |       |         |       |             |       |        |        |
| 544 K E      |         |                     |       |         | 14    | 40          | 5     | 60     | 160 19 |
| 25 Bds       |         |                     |       |         |       |             |       |        |        |
| Star Ensign  |         |                     |       |         |       |             |       |        |        |
| 4 per Order  |         |                     |       |         |       | 4           | 20    | 80     |        |
| Express.     |         |                     |       |         |       |             |       |        | 80     |

| Number & Quantities |               |              |             | Total<br>Bolls | Price  | Amount |              |
|---------------------|---------------|--------------|-------------|----------------|--------|--------|--------------|
| 20<br>1928 VC       | 16<br>1929 VC |              |             | 36             | 20     | 7 20   |              |
| 4<br>423 VC         |               |              |             | 4              | 50     | 2 00   | 9 20         |
|                     |               | 1 Balle      |             |                |        |        |              |
|                     |               | Star         | Lamin       |                |        |        |              |
| 50<br>404 96        | 40<br>405 26  |              |             | 90             | 5      | 4 50   |              |
| 8<br>504 06         |               |              |             | 8              | 12 1/2 | 1 00   |              |
| 50<br>635 76        | 40<br>435 26  |              |             | 90             | 6      | 5 40   |              |
| 8<br>535 56         |               |              |             | 8              | 18     | 1 44   |              |
| 50<br>649 J         | 40<br>449 J   |              |             | 90             | 11     | 9 90   |              |
| 14<br>549 JB        |               |              |             | 14             | 40     | 5 60   |              |
| 50<br>632 K         | 40<br>432 K   |              |             | 90             | 12 1/2 | 11 25  |              |
| 14<br>582 KB        |               |              |             | 14             | 40     | 5 60   | 44 69        |
|                     |               | 9 Bolls      |             |                |        |        |              |
|                     |               | Star         | Lamin       |                |        |        |              |
| 100<br>416 E        | 50<br>417 E   | 100<br>404 E | 50<br>405 E | 300            | 3 1/2  | 10 50  |              |
| 14<br>816 E         |               |              |             | 14             | 12 1/2 | 1 75   |              |
|                     |               | 14<br>817 E  |             | 14             | 10     | 1 40   |              |
| 100<br>416 06       | 50<br>417 06  |              |             | 150            | 5      | 7 50   |              |
| 24<br>816 06        |               |              |             | 24             | 15     | 3 60   | 24 75        |
|                     |               | 10 Bolls     |             |                |        |        |              |
|                     |               | Per.         |             |                |        |        |              |
| 100<br>418 F        | 50<br>419 F   | 100<br>412 F | 50<br>413 F | 300            | 3      | 9 00   |              |
| 14<br>818 F         |               | 14<br>812 F  |             | 28             | 10     | 2 80   |              |
| 100<br>418 06       | 50<br>419 06  |              |             | 150            | 4      | 6 00   |              |
| 14<br>818 06        |               |              |             | 14             | 12 1/2 | 1 75   |              |
| 50<br>408 J         |               |              |             |                |        |        | 409 J        |
| 8<br>808 J          |               |              |             |                |        |        | 40           |
| 50<br>623 P         |               |              |             |                |        |        | 423 P        |
| 8<br>523 P          |               |              |             |                |        |        | 40           |
| 50<br>647 K         |               |              |             |                |        |        | 448 KK       |
| 14<br>547 K         |               |              |             |                |        |        | 40           |
| 50<br>630 96        |               |              |             |                |        |        | 430 96       |
| 14<br>530 96        |               |              |             |                |        |        | 40           |
| 50<br>785 J (219)   |               |              |             |                |        |        | 16           |
|                     |               |              |             |                |        |        | 1784 J (215) |
| 100<br>410 D        |               |              |             |                |        |        | 50           |
| 14<br>810 D         |               |              |             |                |        |        | 50           |
| 100<br>408 E        |               |              |             |                |        |        | 409 E        |
| 14<br>808 E         |               |              |             |                |        |        | 50           |
| 100<br>410 06       |               |              |             |                |        |        | 411 06       |
| 14<br>810 06        |               |              |             |                |        |        | 40           |
| 50<br>619 J         |               |              |             |                |        |        | 419 J        |
| 8<br>519 J          |               |              |             |                |        |        | 40           |
| 50<br>622 J         |               |              |             |                |        |        | 422 J        |
| 14<br>549 JB        |               |              |             |                |        |        | 6            |
| 50<br>829 J (213)   |               |              |             |                |        |        | 1816 J (219) |

Continued to next page.

920

4469

2475

| Number & Quantities |              |       |            | Total Bolls | Price  | Amount |       |
|---------------------|--------------|-------|------------|-------------|--------|--------|-------|
| 408 J               | 409 J        |       |            | 90          | 5      | 4 50   |       |
| 8                   |              |       |            |             |        |        |       |
| 808 J               |              |       |            | 8           | 12 1/2 | 1 00   |       |
| 50                  | 40           |       |            |             |        |        |       |
| 623 P               | 423 P        |       |            | 90          | 6      | 5 40   |       |
| 8                   |              |       |            |             |        |        |       |
| 523 P               |              |       |            | 8           | 18     | 1 44   |       |
| 50                  | 40           |       |            |             |        |        |       |
| 647 K               | 448 K/K      |       |            | 90          | 7      | 6 30   |       |
| 14                  |              |       |            |             |        |        |       |
| 547 K               |              |       |            | 14          | 22     | 3 08   |       |
| 50                  | 40           |       |            |             |        |        |       |
| 630 Q               | 430 Q        |       |            | 90          | 18     | 16 20  |       |
| 14                  |              |       |            |             |        |        |       |
| 530 Q               |              |       |            | 14          | 60     | 8 40   |       |
| 50                  |              |       |            |             |        |        |       |
| 755 F (219)         |              |       |            | 50          | 20     | 10 00  |       |
|                     | 16           |       |            |             |        |        |       |
|                     | 1784 F (215) |       |            | 16          | 50     | 8 00   | 53 87 |
|                     |              |       | 20 Bolls   |             |        |        |       |
|                     |              |       | Star Union |             |        |        |       |
| 100                 | 50           |       |            |             |        |        |       |
| 410 D               |              |       |            | 150         | 3      | 4 50   |       |
| 14                  |              |       |            |             |        |        |       |
| 810 D               |              |       |            | 14          | 10     | 1 40   |       |
| 100                 | 50           |       |            |             |        |        |       |
| 408 E               | 409 E        |       |            | 150         | 3 1/2  | 5 25   |       |
| 14                  |              |       |            |             |        |        |       |
| 808 E               |              |       |            | 14          | 10     | 1 40   |       |
| 100                 | 50           | 50    | 40         |             |        |        |       |
| 410 Q               | 411 Q        | 406 L | 407 L      | 240         | 4      | 9 60   |       |
| 14                  |              | 8     |            |             |        |        |       |
| 810 Q               |              | 806 L |            | 22          | 12 1/2 | 2 75   |       |
| 50                  | 40           | 50    | 40         |             |        |        |       |
| 619 J               | 419 J        | 427 J |            | 180         | 7      | 12 60  |       |
| 8                   |              | 8     |            |             |        |        |       |
| 519 J               | 527 J        | 527 J |            | 16          | 18     | 2 88   |       |
| 50                  | 40           |       |            |             |        |        |       |
| 622 J               | 422 J        |       |            | 90          | 8      | 7 20   |       |
| 14                  |              |       |            |             |        |        |       |
| 549 J/E             |              |       |            | 14          | 40     | 5 60   |       |
| 50                  |              |       |            |             |        |        |       |
| 829 F (213)         |              |       |            | 50          | 20     | 10 00  |       |
|                     | 6            |       |            | 6           | 50     | 3 00   | 66 18 |
|                     | 1816 F (219) |       |            |             |        |        | 66 18 |
|                     |              |       | 20 Bolls   |             |        |        |       |
|                     |              |       | Star Union |             |        |        |       |

20 Bolls  
 Star Union  
 Co. ...





|                             |    |     |      |    |       |
|-----------------------------|----|-----|------|----|-------|
| 50                          | 40 |     |      |    |       |
| 318 AB - 319 AB             |    | 180 | Gold | 10 | 18    |
| 3522 H -                    |    | 26  | Bond | 15 | 3 90  |
| 26                          | 14 | 14  |      |    |       |
| 2620 E - 1808 H - 2018 E    |    |     |      |    |       |
| 8                           | 8  | 8   |      |    |       |
| 648 BH - 1794 HK - 2244 J   |    |     |      |    |       |
| 8                           | 8  | 8   |      |    |       |
| 2168 D - 1308 D - 1780 HH   |    | 102 | "    | 18 | 18 36 |
| 14                          | 8  | 14  |      |    |       |
| 2152 A - 2006 BB - 2020 BC  |    |     |      |    |       |
| 14                          | 14 | 14  |      |    |       |
| 3134 BH - 3132 BH - 6516 AH |    | 78  | "    | 22 | 17 16 |
| 2010 CB F                   |    | 8   | "    | 20 | 1 60  |
| 14                          | 14 | 14  |      |    |       |
| 2382 H - 2050 HF - 3144 HH  |    | 42  |      | 25 | 10 50 |
| 1318 AB                     |    | 14  |      | 30 | 4 20  |
| 6820 FE                     |    | 14  |      | 40 | 5 60  |

53 Balles

February 6<sup>th</sup> 1896

|                       |     |     |       |   |       |
|-----------------------|-----|-----|-------|---|-------|
| 100                   | 50  | 100 |       |   |       |
| 412 H - 413 H - 418 B |     |     |       |   |       |
| 50                    | 100 | 50  |       |   |       |
| 419 B - 408 F - 409 F |     | 450 | White | 3 | 13 50 |
| 100                   | 50  |     |       |   |       |
| 1541 BA - 1542 BA -   |     | 150 |       | 4 | 6     |

Amount paid

March 5<sup>th</sup> 1896

Amount paid

|                   |    |     |       |    |       |
|-------------------|----|-----|-------|----|-------|
| 100               | 50 |     |       |    |       |
| 1549 OX - 1550 OX |    | 150 | White | 4  | 6     |
| 50                | 50 |     |       |    |       |
| 2654 OX - 2655 OX |    | 100 | "     | 4  | 4 50  |
| 50                | 50 |     |       |    |       |
| 800 HP - 801 HP   |    | 80  | Gold  | 8  | 6 40  |
| 50                | 40 |     |       |    |       |
| 1026 ED - 1027 ED |    | 90  | "     | 18 | 11 25 |
| 806 D             |    | 14  | Bond  | 10 | 1 40  |
| 26                | 14 |     |       |    |       |
| 816 H - 1049 OX   |    | 40  | "     | 12 | 5     |
| 654 OX            |    | 14  | "     | 25 | 3 50  |
| 1800 HP           |    | 14  |       | 35 | 4 90  |
| 2026 ED           |    | 14  |       | 40 | 5 60  |

17 Balles

April 17<sup>th</sup> 1896

|                 |    |     |       |    |      |
|-----------------|----|-----|-------|----|------|
| 50              | 50 |     |       |    |      |
| 1547 A - 1548 A |    | 100 | White | 4  | 4 50 |
| 50              | 50 |     |       |    |      |
| 9520 A - 9521 A |    | 100 |       | 72 | 7 50 |
| 50              | 44 |     |       |    |      |

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210 57

230 07

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453 27

|                          |     |        |    |          |
|--------------------------|-----|--------|----|----------|
| 6504 C - 6505 C          | 94  | Hold   | 7  | 6 58     |
| 1049 A -                 | 8   | Border | 15 | 1 20     |
| 6504 C's                 | 14  | "      | 22 | 3 08     |
| 6520 a                   | 14  | "      | 25 | 3 50     |
|                          |     |        |    | 479.63   |
| 7 Bds                    |     |        |    |          |
| May 6 <sup>th</sup> 1896 |     |        |    |          |
| 100                      | 50  |        |    |          |
| 1531 B - 1532 B          | 150 | White  | 42 | 6 75     |
| 50                       | 40  |        |    |          |
| 330 E.P - 331 E.P        | 90  | Hold   | 15 | 13 50    |
| 1031 B                   | 14  | Board  | 15 | 2 10     |
| 1330 E.P                 | 14  | "      | 50 | 7        |
|                          |     |        |    | \$508.98 |

6 Bds

Summons was issued to the Sheriff of Union County, to wit:  
 The State of Ohio, Union County,  
 To the Sheriff of Union County:

You are hereby commanded to notify Jesse F. Pease that he has been sued by the National Wall Paper Company in the Court of Common Pleas of Union County, and must answer by the 24<sup>th</sup> day of October A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 5<sup>th</sup> day of October A.D. 1896.

Witness my hand and the seal of said Court, this 25<sup>th</sup> day of September A.D. 1896.  
 J. N. Roswell Clerk

Sheriff's Return

|                    |     |
|--------------------|-----|
| Sheriff's Fees     | etc |
| Service and Return | 50  |
| Mileage            | 16  |
| Copy               | 15  |
| Total              | 81  |

The State of Ohio, Union County,  
 Received this writ September 25<sup>th</sup> A.D. 1896, at 8 O'clock A. M. and served same by handing a true copy of this writ with the endorsement to Jesse F. Pease personally on the 26<sup>th</sup> day of Sept. 1896.  
 Wm. S. Drygrass Sheriff.

Petition 7130

On the 16<sup>th</sup> day of November A.D. 1896, the following Entry was filed in the Clerk's office, to wit:

The National Wall Paper Co vs Jesse F. Pease  
 Court of Common Pleas,  
 Union County Ohio,

This day this cause came on to be heard and was set down for trial and the Court finds that the defendant is in default for answer, demurrer or other pleading and that he has been regularly and duly served with summons by the Sheriff of this County.

Entry 7216

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 be true,  
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 Mansfield,  
 judicial  
 State of  
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 September  
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 of June  
 of the  
 against  
 Joseph P.  
 John  
 John R.  
 Trustees of  
 Presbyterian  
 in Union  
 Union Co  
 Harlan P.  
 Joseph  
 and John  
 Church  
 religious  
 managem  
 Summ  
 Union Co  
 cited as

The Court further finds that the allegations contained in plaintiffs petition are all confessed by the defendant to be true, and that there is due the plaintiff from the defendant the sum of \$1008.83 with interest at six per cent from this date.

It is therefore considered, adjudged and decreed by the Court that the plaintiff National Wall Paper Co. recover from the defendant Jesse F. Pease the sum of One thousand and Eight and 83/100 (\$1008.83) Dollars with interest at six per cent from this date, Nov. 16, 1896, and its costs herein expended taxed to \$9.61

Attest

J. N. Samuel  
Clerk.



Please continued and held at the Court House in Cransville, within and for the County of Union, in the South Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Prid, Judge of said Court, of the Term of September, to-wit: on the 7<sup>th</sup> day of September, in the year of Our Lord One thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 9<sup>th</sup> day of June A. D. 1896, Joseph P. Martin filed in the Clerks office of the said Court of Common Pleas, the following petition against John O. Fleck et al. to-wit:

Petition  
7/30

Joseph P. Martin  
vs  
John O. Fleck &  
John R. Woods the  
Trustees of the United  
Presbyterian Church  
in Cransville Center,  
Union County, Ohio,  
Harlem P. Woods and  
Joseph Penrose.

Court of Common Pleas,  
Union County, Ohio.

The plaintiff says that the said John O. Fleck and John R. Woods are the trustees of the United Presbyterian Church in Cransville Center in said County and are duly interested in the management of the affairs of said society.

That prior to the 27<sup>th</sup> day of May, 1893, one Andrew Lamm was the owner of the following real estate, situate in Union County, and State of Ohio, in Darby Township, and described as follows, to-wit:

Summons  
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Entry  
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All of corner lot No. Sixty (60) in the village of  
Lemireville Center in said County, being the same lot conveyed  
to Edith P. Robinson, Edith P. Sturman, by D. M. Robinson and  
wife on July 17<sup>th</sup> 1874, and by her deeded to Hattie V. Doekum  
April 18<sup>th</sup> 1888.

Also the following tract of land situate in said County  
of Lemire and State of Wis, part of Survey No. 5124, and  
bounded and described as follows:

Beginning at the corner of Third and Cross Streets  
in the village of Lemireville Center; Thence east with the south  
line of Third Street, to the terminus of Third Street; Thence  
south east to the line between said land and Andrew Brown's  
land, north east of, and near a scrubby tree; Thence southwest  
with the line of Andrew Brown's land to where said line  
crosses with the aforesaid Cross Street; Thence north with the  
east line of the aforesaid Cross Street to where the east line  
of Cross Street and the south line of Third Street corner, to  
the beginning containing One Acre more or less, the same  
being part of Eight and a fraction acres, deeded by William  
H. Bartwell and wife to Benjamin Penrose, and being the  
same land deeded by Hattie V. Doekum and L. A. Doekum to  
said Andrew L. Ferris, recorded in Book 61 Page 78 of  
Lemire County record of deeds to which is made.

That prior to said 27<sup>th</sup> day of May, 1893, said Ferris  
contracted verbally with said trustees to sell them the above  
described premises, for the sum of \$900, but because said  
trustees were still owing on the same the sum of \$600, a  
deed of conveyance had not been made by said Ferris to  
said Church.

That in order to get said land paid for <sup>the said trustees</sup> together  
with said Harlow P. Woods who signed as H. P. Woods all as  
individuals entered in a written contract with the plaintiff  
on the 27<sup>th</sup> day of May, 1893, (a copy of which is herewith filed)  
in which the plaintiff agreed to loan and did loan to said  
trustees the sum of Six Hundred Dollars (\$600) to pay the balance  
of money due said Ferris, that being the amount still rem-  
aining due to him on the purchase money of said premises,  
and to secure the plaintiff for said \$600 so loaned, it was  
agreed in said writing, that the deed of conveyance, should  
be made by said Ferris directly to the plaintiff, and said  
deed was so made on said 27<sup>th</sup> day of May, 1893.

It being further agreed that in view of the fact that  
the plaintiff was indebted to the defendant Joseph Penrose in a  
like sum of \$600, that plaintiff would and did execute his  
note payable to the order of said Joseph Penrose in the sum of  
\$600, of date said May, 27<sup>th</sup> 1893, said note to be due on April 1<sup>st</sup>  
1896, with interest at 6 $\frac{1}{2}$  per cent from date, the interest to be  
paid annually, but the amount of the interest, and also the  
principal was, when due to be paid by the said trustees to the  
plaintiff, or as to enable him to discharge his said indebtedness.

Penrose.  
The payee  
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P. Woods -

Perrose. It was further agreed in said writing that upon the payment by said Church of said \$600, and the amount, interest and the taxes due on said premises, according to terms of payment provided for in said note, there and in that case said Martin was to convey said property by a good and sufficient deed to said Church in fee simple, and while said deed from Fenner and wife for said premises to the plaintiff was absolute upon its face; yet plaintiff says that it was only intended by the parties as a mortgage security to the plaintiff for the money or loaned by him.

The plaintiff on said 27<sup>th</sup> day of May, 1893, executed to said Joseph Perrose after said premises were so conveyed, <sup>to him</sup> mortgage on said premises to secure to said Perrose said note of \$600 so executed to said Perrose by plaintiff, and as plaintiff is advised and charges, said mortgage was duly presented for record and recorded and is in full force and effect as a lien on said premises.

The plaintiff has performed all that he had to do under said written contract with said trustees, and although said Church through said trustees have paid the annual interest under said contract up to the 1<sup>st</sup> day of April, 1896, yet although often requested so to do, the Church nor said trustees have paid no part of the principal to-wit: said \$600, which has been due and payable since the first day of April, 1896, and said conveyance to plaintiff as a mortgage security, securing the payment to him of said money so loaned had become absolute, and there is now remaining due and unpaid upon said indebtedness the sum of six hundred Dollars with interest at six and one-half per cent from April 1<sup>st</sup> 1896.

The plaintiff therefore asks that said sum of \$600 with 6 1/2 interest from April 1<sup>st</sup> 1896, be found him due from said John C. Fleck and John R. Woods as such trustees; that the premises herein described ordered sold to pay the same, and that the plaintiff have such other and further relief as he may be entitled to by reason of the facts herein above stated.

Porter Porter.

Atty. for Plff.

The plaintiff Joseph P. Martin being sworn makes oath that the facts stated in the foregoing petition are true as he believes.

Joseph P. Martin.

Sworn to by Joseph P. Martin before me and signed in my presence this 7<sup>th</sup> day of June, 1896.

J. H. Gosnell Clerk

To the Clerk

Issue summons returnable according to law for the defendants John C. Fleck, John R. Woods and Harlow P. Woods - Answer. Foreclosure of lien on real property.

Porter Porter

Atty. for Plff.

On the 9<sup>th</sup> day of June A.D. 1896 the following Summons was issued to-wit:

The State of Ohio, Union County.  
To the Sheriff of Union County:  
You are commanded to notify John D. Fleck John R. Woods and Harlin P. Woods that they have been sued by Joseph P. Martin in the Court of Common Pleas of Union County, and must answer by the 11<sup>th</sup> day of July A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.  
You will make due return of this summons on the 22<sup>nd</sup> day of June A.D. 1896.  
Witness my hand and the seal of said Court, this 9<sup>th</sup> day of June A.D. 1896.

J. N. Gosnell Clerk.  
J. Roy Woods  
John D. Fleck  
H. P. Woods.

We hereby waive the service of the within writ of summons by the Sheriff of this County upon us, and we waive service of process upon us in the within case, and we hereby enter our appearance in said cause as party defendants therein.  
June 9<sup>th</sup> 1896.

On the 25<sup>th</sup> day of July A.D. 1896 the following Waiver was filed in the Clerk's Office, to-wit:

Waiver  
7130  
Joseph P. Martin  
vs  
John D. Fleck et al  
John R. Woods,  
Trustee of the United  
Presbyterian Church in  
Lombardville Center, Ohio,  
Harlin P. Woods and  
Joseph Penrose

Court of Common Pleas,  
Union County, Ohio.

I hereby waive the issuing and the service of process upon me, by summons or publication or otherwise in the above entitled case, and I hereby enter my appearance in said cause as a party defendant therein.  
Attest:  
July 22, 1896. Joseph Penrose

On the 8<sup>th</sup> day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
7130  
Joseph P. Martin  
vs  
John D. Fleck et al  
Court of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard upon the petition of plaintiff and the evidence (the defendants being in default for answer and demurrer) and was argued by counsel.

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In consideration whereof the Court find the allegations of the petition of plaintiff to be true, and that the equities of the case are with the plaintiff.

And that there is due the plaintiff on said indebtedness the sum of Six Hundred and Sixteen & 57/100 Dollars on September 8<sup>th</sup> 1896, as plaintiff hath claimed in his petition.

It is further ordered adjudged and decreed that if the said John O. Fleck and John R. Woods paid within three days from this date (September 8<sup>th</sup> 1896) to pay said sum to plaintiff, with the accrued interest thereon at 6% per cent from September 8<sup>th</sup> 1896, that an order of sale issue to the Sheriff Commanding him to appraise, advertise and sell as upon execution at law the real estate and premises described in plaintiffs petition to pay said indebtedness and return his proceedings on said order to this Court for further order in premises.

Order of Sale

On the 12<sup>th</sup> day of September A.D. 1896, the following Order of Sale was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss.

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas holden at the Court House in Mansfield in said County of Union, on the 8<sup>th</sup> day of September, 1896, Joseph P. Martin obtained a judgment and decree against John O. Fleck and John R. Woods, the Trustees of the United Presbyterian Church, in Unionville Center, Union County, Ohio, for the sum of Six Hundred and Sixteen and 57/100 Dollars and Ten & 17/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said John O. Fleck and John R. Woods within three days from the 8<sup>th</sup> day of September A.D. 1896, pay unto the said Joseph P. Martin the said sum of Six Hundred and Sixteen & 57/100 Dollars with interest from the 8<sup>th</sup> day of September, 1896, and costs aforesaid; and on default to pay the same that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and Executions at-law, to sell the real estate described in the plaintiffs petition, &c.

And whereas the three days aforesaid have fully expired, and the said sum of Six Hundred and Sixteen and 57/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments, and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: in Darby Township, and described as follows to-wit: All of corner lot No. Sixty (60) in the Village of

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Unionville Center, in said County; being the same lot conveyed to Edith P. Robinson, now Edith P. Shoemaker, by D. W. Robinson and wife on July 17<sup>th</sup> 1874, and by her deeded to Hattie V. Doekum April 18<sup>th</sup> 1883.

Also the following tract of land, situate in said County of Union and State of Ohio, part of Survey No 5124, and bounded and described as follows:

Beginning at the corner of Third and Cross Streets in the Village of Unionville Center; thence east with the South line of Third Street to the terminus of Third Street; thence southeast to the line between said land and Andrew Brown's land, Northeast of, and near a Mulberry tree, thence South east with the line of Andrew Brown's land to where said line crosses with the aforesaid Cross Street; thence North with the east line of the aforesaid Cross Street to where the east line of Cross Street, and the South line of Third Street corner, is the beginning, containing one acre more or less.

The same being a part of Eight and a fraction acres deeded by William A. Cartmell and wife to Benjamin Penrose, and being the same land deeded by Hattie V. Doekum and L. A. Doekum to said Andrew L. Fenner, Recorded in Vol. 61 page 78 of Union County record of deed, to which reference is made.

We therefore Command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof and that you expose to sale the above described Real Estate, under the Statute regulating Sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville, this 12<sup>th</sup> day of September A.D. 1896.

The State of Ohio,  
Union County, ss: J. N. Gosnell Clerk

In obedience to the command of the Order of Sale hereto annexed, I did on the 15<sup>th</sup> day of September, 1896, summons H. F. H. Pennington, Charles W. Cunn and W. P. Vitzel three disinterested freeholders, residents of said County, who swore by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 16<sup>th</sup> day of September A. D. 1896, said Appraisers returned to me, under their hands and seal, that they did, upon actual view of the premises, estimate and appraise

Sheriff's Return.

|                   |              |
|-------------------|--------------|
| Sheriff's Fee     | \$ 50        |
| Service & Return  | 46           |
| Levy              | 25           |
| Sum. Appraisers   | 1 20         |
| Swearing ..       | 25           |
| Writing Appraisal | 25           |
| Copy of Appraisal | 25           |
| Notice to Printer | 25           |
| Writing Notice    | 25           |
| Mileage           | 1 44         |
| Poundage          | 9 50         |
| <b>Total</b>      | <b>14 12</b> |
| Appraisers Fee    | 3 00         |
| Printers Fee      | 19 50        |

Sheriff Sale 7130

The real fifty (\$65) A the office be advor. and put said land door of A.D. 1896, into for to wit, five miles, and placed tenements Mitchell sum be said for I the and w Fri Sec The State of the an The Mary the Court 16, 1896. November Printers Joseph P. vs John C. ed from I will of Marysville of One estate, to State of



The real value in money of the same at Six Hundred and Fifty (\$650<sup>00</sup>) Dollars.

A certified Copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 16<sup>th</sup> day of September, 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 17<sup>th</sup> day of Oct. A.D. 1896, at One O'clock P. M. of said day.

And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit, five consecutive weeks; and in pursuance of the said notice, I did, on said 17<sup>th</sup> day of October A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and there and then came Arney E. Mitchell who bid for the same the sum of \$635<sup>00</sup>, and said sum being over two-thirds of the appraised value thereof, and said Arney E. Mitchell being the highest and best bidder there for I then and there publicly sold and struck off said lands and tenements to him for said sum of \$635<sup>00</sup>.

First tract sold for \$551<sup>00</sup>

Second " " "  $\frac{85-00}{\$635-00}$

Wm. S. Indgrass Sheriff.

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a Copy of the annexed Notice was published for 5 consecutive weeks in "The Marysville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with Sept. 16, 1896.

H. O. Shearer

Sworn to and subscribed before me, this 6<sup>th</sup> day of November, 1896.

J. N. Russell Clerk

Printers Fees, \$19<sup>50</sup>.

Sherriff Sale  
7130

Joseph P. Martin  
vs  
John C. Fleck et al.

Court of Common Pleas,  
Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, O. on Saturday October 17, 1896, at or about the hour of One O'clock P. M. on said day, the following described real estate, to-wit:

Situate in the township of Darby, County of Union and State of Ohio, and bounded and described as follows:  
All of corner lot No Sixty (60) in the village of Unionville

Center, in said County, being the same lot conveyed to Edith P. Robinson, now Edith P. Shoemaker, by D. W. Robinson and wife on July 17, 1874, and by her deeded to Hattie & Docum April 18, 1883.

Also the following tract of land situate in said County of Union and State of Ohio, part of Survey No. 5124, and bounded and described as follows:

Beginning at the corner of Third and Cross Streets in the village of Conineville Center; Thence east with the south line of Third Street to the terminus of Third Street; Thence northeast to the line between said land and Andrew Brown's land northeast of and near a Mulberry tree; Thence southwest with the line of Andrew Brown's land to where said line corners with the aforesaid Cross Street; Thence north with the east line of the aforesaid Cross Street to where the east line of Cross Street and the south line of Third Street corners to the beginning, containing one acre more or less, the same being a part of eight and a fraction acres deeded by William A. Bartmull and wife to Benjamin Penrose, and being the same land deeded by Hattie V. Docum and L. A. Docum to said Andrew L. Fenner, recorded in Vol. 61, page 78 of Union County Records of Deeds, to which reference is made.

First tract appraised at \$550;

Second tract appraised at \$100.

Terms of Sale Cash.

Yours  
J. M. Ingrass  
Sheriff

Union County, Ohio.

September 16, 1896.

On the 16<sup>th</sup> day of November A. D. 1896, the following Entry was filed in the Clerk's Office, to-wit:

Entry  
7/30

Joseph P. Martin

Court of Common Pleas.

Union County, Ohio.

John D. Fleck et al

On motion of the plaintiff and on producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings and sale made by the said Sheriff, being satisfied that the same have been had in all respects in conformity to law, and the order of this Court, it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Arney Mitchell by deed in fee simple, the lands and tenements so sold, and a writ of possession is awarded to put said purchaser in possession of the premises so sold.

And the Court orders that the Sheriff out of the money in his hands pay-

First: The costs of this action taxed at \$42.72,

Petition  
7179

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Second: To the plaintiff the amount heretofore found his due with interest thereon.

Third: To the defendants John O. Fleck and John R. Woods as trustees of the United Presbyterian Church in Xenia, Ohio, any balance of the money that may remain in his hands, to-wit \$

Attest  
J. H. Warner  
Clerk.

Case continued and held at the Court House in Marysville, within and for the County of Union, in the tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the Term of September, to-wit: on the 17th day of September in the year of our Lord One Thousand Eight Hundred and Ninety six.

Be it remembered that heretofore to-wit, on the 21st day of August A. D. 1896, Charles S. Chapman filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Grant Kilbury et al, to-wit:

Petition  
7179

Charles S. Chapman vs Grant Kilbury, Joseph Killwood, Mrs Killwood and John G. Ford  
Court of Common Pleas  
Union County, Ohio.

There is due plaintiff from the defendants Grant Kilbury, Joseph Killwood and William Killwood as makers, and John G. Ford as indorser, the sum of One Hundred and Thirty-seven & 89/100 Dollars, with interest at eight per cent payable annually, from the 18th day of December, 1894, on a promissory note, of which the following is a copy, with all credits and indorsements:

" \$250.  
Marysville, Ohio, June 11th, 1892.  
Eighteen months after date as principal debtors, we jointly and severally promise to pay to J. G. Ford, or order, at Marysville, Ohio, Two Hundred and Fifty Dollars, for value received, with interest at 6%.  
And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor

of the holder or holders of this note, for the amount of said note, with eight per cent interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf.

Witness our hands and seals, this - day of - 188 -

Grant Kilbuck  
Joseph Willwood  
Wm Willwood

"Demand, notice and protest waived and payment guaranteed."

"Paid Dec. 18/94 One Hundred and Fifty Five Dollars."

The said J. G. Herd and the said John G. Herd are one and the same person.

Therefore plaintiff asks judgment against defendants in said sum of One Hundred and Thirty Seven Dollars, with interest at eight per cent payable annually, from the 18<sup>th</sup> day of December, 1894.

J. E. Griffith  
Attorney for Plaintiff.

State of Ohio, Union County, ss:

Charles L. Chapman, being duly sworn, says that the allegations in the foregoing petition be believed are true.

Sworn to and subscribed before me this 21<sup>st</sup> day of August, A. D. 1896.



M. Tilton  
Notary Public

Receipt

To the Clerk:

I have summoned to the Sheriff of Union County, Ohio, for the defendants Grant Kilbuck, Joseph Willwood, William Willwood and John G. Herd, returnable according to law.

Endorse: Action for Money Only, Amount claimed \$137<sup>00</sup> with interest at 8% - payable annually from Dec. 18, 1894.

J. E. Griffith  
Attorney for Plaintiff.

Summons.

On the 21<sup>st</sup> day of August A. D. 1896, the following summons was issued to the Sheriff of Union County to-wit:

The State of Ohio, Union County.  
To the Sheriff of said County:

You are hereby commanded to notify Grant Kilbuck, Joseph Willwood, Wm Willwood and John G. Herd that they have been sued by Charles L. Chapman in the Court of Common Pleas of Union County, and must answer by the 19<sup>th</sup> day of September, A. D. 1896, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

31<sup>st</sup> day

Shuriffs Return  
Kilbuck & Willwood  
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Joseph  
Copy a

Separate Answer of was filed  
C. L. Chapman

7/79

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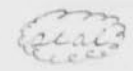
and for

State stated

18<sup>th</sup> day

You will make due return of this summons on the 31<sup>st</sup> day of August A.D. 1896.

Witness my hand and the seal of said Court this 21<sup>st</sup> day of August A.D. 1896.



J. N. Gosnell Clerk  
Edw. A. Gosnell Deputy

|         |                  |    |     |
|---------|------------------|----|-----|
| Shriffs | Shriffs Fees     | \$ | cts |
| Return  | Service & Return |    | 95  |
|         | mileage          | 5  | 76  |
|         | Copy             |    | 60  |
|         | Total            | 7  | 31  |

The State of Ohio, Union County, ss:

Received this writ August 22<sup>nd</sup> A.D. 1896, at 9 O'clock A. M. and served same by handing a true copy of this writ with the indentments thereon to Grant Hilbury, William Hillwood and Joseph Hillwood personally, and to John Q. Herd by leaving a copy at his usual place of residence on the 28<sup>th</sup> day of August, 1896.

Wm. C. Brodgrass Sheriff

Separate Answer of Mrs. Hillwood 7/79

On the 18<sup>th</sup> day of September A.D. 1896, the following answer was filed by the Clerk of this Court, to-wit:

C. S. Chapman  
vs  
Grant Hilbury,  
Joseph Hillwood  
Wm. Hillwood Ed  
John Q. Herd

Court of Common Pleas  
Union County, Ohio.

The defendant Wm Hillwood herein now comes and for his answer says:

He admits that he is one of the makers of the note described and set forth in the plaintiffs petition.

The defendant says that the said Grant Hilbury, whose name appears in said petition as one of the makers of said note, received the consideration for its execution, to-wit; a valuable black driving horse, and this defendant says that he received no part of the consideration passing for the making of said note and in fact is only security thereon for the said Grant Hilbury.

The defendant therefore asks the Court that his rights as such security be adjudicated and that Grant Hilbury the maker of said note be required by the plaintiff herein by execution to pay said note before execution issue against this defendant and that the said Grant Hilbury be adjudged the principal and this defendant the security of said note, and for all other and proper relief.

Agues says  
Atty for Deft.

State of Ohio, Union County, ss:

Wm Hillwood defendant herein says that the facts stated in the above pleadings are true as he believes.

Wm Hillwood

Sworn to before me and signed in my presence this 18<sup>th</sup> day of September, 1896.

J. N. Gosnell Clerk.

Entry  
7179

On the 6<sup>th</sup> day of October A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Charles S. Chapman  
vs  
Grant Kilbury et al  
Court of Common Pleas,  
Union County, Ohio.

Now comes the plaintiff by his attorney, and the defendants having all been duly served with summons herein, and they all being in default for answer and demurrer, except the defendant William Willwood, who does not deny the allegations of the petition, but alleges that he signed the note sued on as security.

The Court find that the allegations of the petition are confessed by all of the defendants to be true, and that the defendants, Grant Kilbury, Joseph Willwood, William Willwood and John G. Ford, the latter endorser, are indebted to the plaintiff, Charles S. Chapman, in the sum of One Hundred and Fifty seven Dollars, with interest at eight per cent from September 7<sup>th</sup> 1896.

It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of One Hundred and Fifty seven Dollars, with interest as aforesaid, and his costs herein expended taxed at \$12.93.

And it being made to appear to the Court that the defendant, William Willwood, signed the note here sued on as surety for his Co-defendants, Joseph Willwood and Grant Kilbury.

The Court find that Grant Kilbury and Joseph Willwood are principal debtors, and said William Willwood surety, and John G. Ford endorser in the above judgment; and it is ordered that execution issue accordingly.

Approved.

{ Ayres & Ayers  
Attorneys for Wm Willwood  
J. E. Griffith  
Attorney for Plaintiff

Attest

J. H. Gosnell  
Clerk.



Petition  
7178

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Please continued and held at the Court House in  
 Mansfield, within and for the County of Union, in the Sixth  
 Judicial District of the Court of Common Pleas of the State  
 of Ohio, before the Honorable John S. Price, Judge of said Court,  
 of the Term of September, to-wit: on the 7<sup>th</sup> day of September,  
 in the year of our Lord One Thousand Eight Hundred and  
 Ninety Six.

Be it remembered that heretofore to-wit, on the 20<sup>th</sup> day  
 of August A.D. 1896, The General Electric Company filed in  
 the Clerk's Office of the said Court of Common Pleas, the fol-  
 lowing petition against The Village of Wilford Center, to-wit:

Petition  
 7175

The General Electric Co. vs The Village of Wilford Center  
 Court of Common Pleas Union County, Ohio.

The plaintiff, The General Electric Company, is a corporation, duly incorporated under the laws of the State of New York.

The defendant, The Village of Wilford Center, is a village organized as such under the laws of the State of Ohio. Plaintiff says that on the 1<sup>st</sup> day of October, 1895, at the September term of said Court of Common Pleas of Union County, Ohio, of the year 1895, in an action then and therefore pending in said Court, in cause No. 6899, on the docket of said Court, wherein The Russell Company was plaintiff, and Thomas A. Botham, The Ohio Pipe Company, The Village of Wilford Center aforesaid, this plaintiff and Thus, were defendants, this plaintiff, The General Electric Company, by the consideration of this Court, reversed a judgment against the said Thomas A. Botham, for the sum of One Thousand, Two Hundred and Eighty Four & 5/100 Dollars, and its costs herein expended, amounting to Fifty Eight & 87/100 (\$58.87) Dollars.

The said Court of Common Pleas of Union County, Ohio, did on the said 1<sup>st</sup> day of October, 1895, further find at the time said judgment was rendered, that the defendant herein, The Village of Wilford Center, then had in its possession as garnishee, the sum of Nineteen Hundred and Thirty Eight and Twenty Hundredths (\$1938.20) Dollars belonging to the said Thomas A. Botham; which said sum was due, owing and unpaid to him from and by said Village, and did order and direct that the said defendant herein, should within three (3) days from the said date of October, 1<sup>st</sup>, 1895, pay the sum of Nineteen Hundred and Thirty Eight and Twenty Hundredths (\$1938.20) Dollars, to the Sheriff of said County to be applied in the satisfaction of the judgment rendered as aforesaid in said cause No. 6899, in favor of the said The General Electric Company, and in the satisfaction of a judgment for the sum of Eight Hundred and Twenty Three and Seventy Seven Hundredths (\$823.77) Dollars, and its costs expended, amounting to One Hundred and Eighty Seven

and Forty-six Hundredths (\$157.46) Dollars, rendered in the aforesaid cause No. 6899, at the aforesaid time and by the aforesaid Court, in favor of the said The Ohio Pipe Company, in the sums and in the order following, to-wit:

1. The aforesaid judgment of the Ohio Pipe Company for \$823.77, and its costs expended amounting to \$157.46.
2. The aforesaid judgment of the General Electric Company for the sum of \$1254.54, and its costs expended amounting to \$55.54.

Thereafter on the 23<sup>rd</sup> day of November, 1895, the defendant, The Village of Wilford Center in pursuance of the order of said Court so made aforesaid, did pay to the Sheriff of said County, the sum of six hundred (\$600) Dollars, of which sum \$157.46 was applied in the payment of costs, and the residue of Four Hundred and Twelve and Fifty-Four hundredths (\$412.54) Dollars was applied on the judgment so rendered as aforesaid, in favor of the said, The Ohio Pipe Company, in said cause No. 6899.

The aforesaid judgment, findings and orders are unreversed and unsatisfied, and said judgments and costs are wholly unpaid, excepting to the amount of six hundred (\$600) Dollars.

The defendant, The Village of Wilford Center, has wholly neglected, failed and refused to comply with the aforesaid order of this Court, to pay the said sum of Nineteen Hundred and Thirty-eight and Twenty Hundredths (\$1938.20) Dollars, to the Sheriff of said County, excepting as to said sum of \$600 paid as aforesaid, to be applied in satisfaction of the aforesaid judgment.

There is yet due, owing and unpaid to The Ohio Pipe Company by reason of the promise from the defendant The Village of Wilford Center, the sum of Four Hundred and Eighty-four and Sixty-Four hundredths (\$415.34) Dollars.

and the remainder of said sum of Nineteen Hundred and Thirty-eight and Twenty Hundredths (\$1938.20) Dollars, and the interest on said sum of \$1938.20, from the 2<sup>nd</sup> day of October, 1895, to the 23<sup>rd</sup> day of November, 1895, when the said sum of six hundred (\$600) Dollars was paid as aforesaid, is yet due and unpaid to the plaintiff by reason of the promise, from the defendant, The Village of Wilford Center.

There is due, owing and unpaid to the plaintiff by reason of the promise from the defendant, The Village of Wilford Center, the sum of Nine Hundred and Thirty-six (\$936) Dollars, with interest on Nine Hundred and Ninety and Eighty-Five hundredths (\$919.85) Dollars from the 23<sup>rd</sup> day of November, 1895.

Wherefore plaintiff prays judgment against the said The Village of Wilford Center for the aforesaid sum of \$936.00 with interest on \$919.85 from the 23<sup>rd</sup> day of November, 1895.

A. J. Burt  
Cameron & Company  
Attys for Plf.

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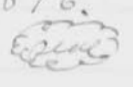


The State of Ohio, Franklin County, ss:

Henry J. Booth, being first duly sworn, says that he is one of the attorneys for the plaintiff, The General Electric Company, a corporation, duly authorized in the premises; that said The General Electric Company is not a resident of the State of Ohio, and is now absent from the County of Union; that the facts stated and allegations in the foregoing petition contained are true, as he verily believes.

Henry J. Booth.

Sworn to before me by the said Henry J. Booth and by him subscribed in my presence this 18th day of August, A. D., 1896.



Lu 40¢

A. T. Seymour

Notary Public, Franklin County, Ohio.

Court of Common Pleas Union County Ohio.

Receipt 7178

The General Electric Company vs The Village of Milford Center To the Clerk;

Issue summons to the Sheriff of Union County, Ohio, returnable according to law, for the within named defendant, The Village of Milford Center; Endorse thereon; Prayer for judgment for \$936 with interest on \$919.85 from the 23rd day of November, 1895"

Henry J. Booth  
Cameron & Cameron Ec  
James W. Butler  
Attorneys for Plaintiff.

Summons.

The State of Ohio, Union County, ss:

To the Sheriff of said County:

You are hereby commanded to notify The Village of Milford Center that it has been sued by The General Electric Company in the Court of Common Pleas of Union County, and must answer by the 19th day of September A. D. 1896, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 31st day of August A. D. 1896.

Witness my hand and the seal of said Court, this 20th day of August A. D. 1896.

J. N. Gosnell Clerk  
Edw A. Gosnell Deputy

The State of Ohio, Union County,

Sheriff's Return.

|                  |    |    |
|------------------|----|----|
| Sheriff's Fee    | \$ | 65 |
| Service & Return |    | 50 |
| Mileage          | 1  | 00 |
| Copy             |    | 15 |
| Total            | 1  | 65 |

Received this writ August 20th A. D. 1896, at 3 O'clock P. M. and served same by handing a true copy of this writ with the endorsements thereon to Charles Rice personally, who is Mayor of the Village of Milford Center.

Wm. Snodgrass Sheriff.

Entry  
7178

On the 30<sup>th</sup> day of September A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

The General Electric Company  
vs  
The Village of Milford Center  
Court of Common Pleas,  
Union County, Ohio.

Now comes the defendant, and by leave of Court, files its answer herein

Answer  
7178

On the 30<sup>th</sup> day of September A.D. 1896, the following answer was filed by the Clerk of this Court, to-wit:

State of Ohio, Union County, ss:  
The General Electric Company  
vs  
The Village of Milford Center  
Court of Common Pleas,  
Union County, Ohio.

Now comes the Village of Milford Center by leave of the Court, and for its answer herein says:

I That it has no means of knowing whether the plaintiff is a corporation or not and therefore denies the same.

For the same reason defendant denies that plaintiff is or was duly incorporated under the laws of the State of New York.

For the same reason defendant denies the plaintiff's right to sue under the name of "The General Electric Company."

This defendant admits that it is a Village duly organized as such under the laws of the State of Ohio.

Defendant admits that the plaintiff on the 12<sup>th</sup> day of October, 1895, at the September term of the Court of Common Pleas of Union County, Ohio, in the year 1895, in an action there and therefore pending in said Court in Cause # 6899, on the docket of said Court, wherein the Russell Company was plaintiff and Thomas H. Botham, The Ohio Pipe Company, The Village of Milford Center, the plaintiff herein and others were defendants, recovered a judgment against the said Thomas H. Botham for sum sum therein set forth.

II This defendant further answering by way of Cross-Petition says:

That the finding of the Court of Common Pleas of Union County, Ohio, on the 1<sup>st</sup> day of October, 1895, in an action there and therefore pending in said Court, in case # 6899 wherein the Russell Company was plaintiff and Thomas H. Botham, The General Electric Company, the plaintiff, The Ohio Pipe Company, The Village of Milford Center, this defendant and others were defendants, "That (this defendant) The Village of Milford Center there had in its possession as garnishee the sum of \$1938.20 belonging to the said Thomas H. Botham, and that said sum was due, owing and unpaid to him from and by said Village" erroneous, wrong, unjust and incorrect, and not in accordance with the real facts in the case.

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That the order of said Court upon said findings, that this defendant "The Village of Guilford Center" should within 3 days from said date of October 1<sup>st</sup> 1895 pay said sum of \$1938.20 to the Sheriff of said County to be applied in satisfaction of the judgment rendered in said cause #6899 in favor of the said "The General Electric Company" and in satisfaction of the judgment rendered in said cause in favor of "The Ohio Pipe Company" erroneous, wrong, unjust and not in accordance with the real facts.

That the answer in said cause No. 6899 made and filed by one John H. Bordick, purporting to be made for and on behalf of said Village of Guilford Center, was erroneous and not in accordance with the real facts and further that said answer was made wholly without the sanction or authority of said Village, and that said Bordick was not an officer of said Village, nor was he employed or authorized by said Village as attorney or otherwise to represent said Village.

That the answers made in examination of garnishes in said cause #6899 were erroneous and unjust and not in accordance with the real facts, and were not sanctioned nor authorized by said Village.

III That in fact and in truth said Village of Guilford Center (this defendant) was not indebted to said Thomas A. Botham in the sum of \$1938.20 on the 1<sup>st</sup> day of October, 1895, but was indebted to him only in the sum of \$163.66 and no more at said date, and that the payment to the Sheriff of said County on the 23<sup>rd</sup> day of November, 1895 upon the order of said Court as aforesaid of the sum of \$600 was erroneous and unjust and was made under a mutual mistake of the facts.

That by said payment of said \$600 as aforesaid the said Village of Guilford Center (this defendant) overpaid the amount due and owing said Thomas A. Botham by \$436.34.

That this defendant denies that there is due and owing to the plaintiff herein from this defendant the sum of \$936.00 with interest on \$919.85 from November 23, 1895 or any other sum.

That this defendant denies each and every allegation in plaintiff's petition not herein specifically admitted.

Wherefore this defendant prays the Court for a modification of its former finding and order heretofore by it made in said cause No. 6899 to conform to the real facts or that this defendant "The Village of Guilford Center" may correct and amend its answer in said cause No. 6899 and the answers in examination of garnishes so as to conform to the real facts, and for such other and further relief as this defendant may in equity be entitled to.

J. H. Kinball  
Atty. for Defendant.

The State of Ohio, Union County, ss:

Personally appeared J. H. Linkade, who being duly sworn, says that the above answer defendant is a corporation and that he is the duly authorized and empowered attorney for the same; and that the facts stated and allegations made in the foregoing pleading are as he believes true.

J. H. Linkade

Seen to and subscribed in my presence this 30th day of September, 1896.

Seal

J. N. Gosnell Clerk  
By J. W. R. Gosnell Deputy

On the 5th day of October A.D. 1896. The following Motion was filed by the Clerk of this Court, to-wit:

Motion  
7178

The General Electric Company vs. The Village of Milford Center  
County of Common Pleas  
Union County, Ohio

I. Now comes the plaintiff, The General Electric Company, and moves the Court to strike out from the defendant's answer and cross-petition herein, on the ground that the same is irrelevant and immaterial, that part which commences with the words: "This defendant further answering by way of cross-petition says that the finding of the Court" &c, and ends with the words: "Ever paid the amount due and owing said Thomas H. Botham by \$436.34."

II. Said plaintiff moves the Court to strike from the defendant's answer and cross-petition herein, on the ground that the same is irrelevant and immaterial, that part which begins with the words: "Wherefore this defendant prays the Court" &c and ends with the words: "and further relief as this defendant may in equity be entitled."

III. Said plaintiff moves the Court to strike from the defendant's answer and cross-petition herein, on the ground that the same is irrelevant and immaterial, that part which begins with the words "that this defendant" and ends with the words: "from November 23, 1895, or any other sum."

The following motions are made and will be insisted upon it, and only upon the condition that, the Court overrule the aforesaid Motion No. 1.

IV. The said plaintiff moves the Court to strike from the defendant's answer and cross-petition herein, on the ground that the same is irrelevant and immaterial, that part which begins with the words "this defendant further answering by way of cross-petition says;" and ends with the words: "erroneous, wrong, unjust and incorrect and not in accordance with the real facts in the case."

V. The plaintiff moves the Court to strike from the defendant's answer and cross-petition herein upon the ground, that the same is immaterial and irrelevant, that part which begins with the words: "that the order of said Court-

Motion  
7178

Entry  
7178

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upon said finding" and ends with the words: was erroneous, wrong, unjust and not in accordance with the real facts."

VI. The said plaintiff moves the Court to strike from the defendant's answer and cross-petition herein, upon the ground that the same is immaterial and irrelevant, that part which begins with the words: "that the answer in said cause 3879 made and filed" and ends with the words: as attorney or otherwise to represent said village."

VII. The said plaintiff moves the Court to strike from the defendant's answer and cross-petition herein, that part which begins with the words: "that the answer in examination of the garnishee of said cause" and ends with the words: "not authorized by said village."

VIII. The said plaintiff moves the Court to strike from the defendant's answer and cross-petition herein, upon the ground that the same is immaterial and irrelevant, that part which begins with the words: "that in fact and in truth said village of Milford Center," and ends with the words: "and was made under a mutual mistake of the facts."

IX. The said plaintiff moves the Court to strike from the defendant's answer and cross-petition herein, upon the ground that the same is immaterial and irrelevant, that part which begins with the words: "that by said payment of said \$600.00" and ends with the words: "due and owing said Thomas H. Boham by \$436.37."

H. J. Booth  
Cameron & Cameron  
James H. Butler  
Attorneys for Plaintiff.

Motion  
7178

On the 6th day of October A.D. 1896, the following motion was filed by the Clerk of this Court, to-wit:  
The General Electric Company  
vs  
The Village of Milford Center  
Court of Common Pleas,  
Union County, Ohio.

Now comes the plaintiff and by way of amendment and supplement to its original motion filed herein moves the Court to strike from the answer and cross-petition herein, the following argument: "That this defendant denies each and every allegation in the plaintiff's petition not herein specifically admitted."

The foregoing motion will be insisted upon or in case the Court sustains plaintiff's motion No. 1, heretofore filed herein.  
H. J. Booth  
Cameron & Cameron for Plf.

Entry  
7178

On the 6th day of October A.D. 1896, the following entry was filed herein, to-wit:  
The General Electric Company  
vs  
The Village of Milford Center  
Court of Common Pleas,  
Union County, Ohio.  
This day came on to be heard plaintiff's

motions to the defendants answer and cross petition herein, and were argued by counsel and submitted to the Court.

The Court being fully advised in the premises finds that said motions No. 1, No. 2, and No. 3, of the original motion and the amended and supplemental motion filed herein are well taken and accordingly sustains the same.

It is therefore ordered by the Court that the following parts be, and the same hereby are struck from said answer and cross-petition:

No. 1, All that part beginning with the words "This defendant further answering by way of cross-petition says that the finding of the Court" &c. and ending with the words "over paid the amount due and owing said Thomas A. Botham by \$436.34."

No. 2, All that part beginning with the words, "Wherefore this defendant prays the Court" &c. and ending with the words, "and further relief as this defendant may in equity be entitled."

No. 3, All that part beginning with the words, "that this defendant" and ending with the words, "from November, 23, 1895, or any other sum."

No. 4, All that part containing the averment as follows "that this defendant denies each and every allegation in the plaintiffs petition not herein specifically admitted."

And thereupon the defendant, by its duly authorized attorney being present in open Court, moved the Court for time within which further to plead herein, and the Court having duly considered said motion ruled and ordered that, if said defendant plead further herein, it must file its pleading this day, unless the said defendant desired to file a general denial to the plaintiffs petition, or unless the said defendant would make known to the Court a defense different from the pretended one in its original answer and cross-petition, in either of which cases a reasonable time would be given within which to file a pleading.

Thereupon said defendant by its said attorney, refused to plead said general denial and refused also to make known to said Court any alleged defense different from the pretended one in its original answer and cross-petition and refused to plead further herein this day.

The defendant duly excepted to the foregoing rulings and orders of the Court.

On the 6<sup>th</sup> day of October A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Entry  
7178

The General Electric Company vs The Village of Wilford Center  
Court of Common Pleas,  
Union County, Ohio.

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authorized attorney being in open Court and requesting further to plead herein this day and unless allowed for this time to plead this cause having been specially assigned for trial this day, came on to be heard on the pleadings, evidence and exhibits and was argued by counsel and submitted to the Court.

The Court having duly considered the same finds that said defendant the Village of Wilford Center, has been duly and legally served with summons herein and is through its said attorney present in open Court.

The Court further find that the answer of the said defendant confesses to be true all the allegations of the petition save and except only that the plaintiff is a corporation, that the plaintiff was duly incorporated under the laws of the state of New York and that the plaintiff has a right to sue under the name of the General Electric Company, to which finding of the Court the defendant then and there excepted.

The Court further finds from the evidence that the allegations of the plaintiff's petition are true; to which finding of the Court the defendant then and there excepted.

The Court further find from the pleadings and evidence that this plaintiff is the party who duly recovered the judgment in the petition mentioned and in whose favor the order was made as alleged in the said petition, and that this plaintiff has the right to bring this action as The General Electric Company.

To which finding of the Court the defendant then and there excepted.

The Court further find from the pleadings and evidence introduced that the allegations of the plaintiff's petition are true, and that said defendant is indebted to the plaintiff in the sum of \$936.00 with interest on \$919.85 at 6% per annum from the 23<sup>rd</sup> day of November, 1896, in all the sum of \$983.91, and that said sum of \$983.91 is due and unpaid the said plaintiff from the said defendant.

To which finding of the Court the defendant then and there excepted.

It is therefore considered by the Court that said plaintiff, The General Electric Company, recover from the said defendant, The Village of Wilford Center, the said sum of \$983.91 with interest thereon at 6% per annum from this 6<sup>th</sup> day of October, 1896, and its costs herein expended taxed at \$17.82.

The defendant the Village of Wilford Center, then and there excepted to the said finding and judgment of the Court herein.

The defendant the Village of Wilford Center, thereupon made and filed a motion for a new trial herein, upon the grounds that said finding and decision were contrary to law, and because the Court erred in sustaining the said motions striking out certain parts of the defendant's answer or

herein as above stated and for errors on face of record. Which motion for a new trial the Court then and there considering overruled.

To which ruling of the Court the defendant then and there excepted.

The defendant the Village of Wilford Center, then and there gave notice of its intention to appeal from the finding and judgment of this Court herein to the Circuit Court and the Court thereupon fixed the bond for appeal at \$2000.00.

On the 6<sup>th</sup> day of October A.D. 1896. the following Motion was filed by the Clerk of this Court, to-wit:

Motion 7178

The General Electric Company vs The Village of Wilford Center Court of Common Pleas, Union County, Ohio.

Now comes the defendant and moves the Court to set aside and vacate its finding and judgment herein and for a new trial for the following errors occurring during the progress of the trial to-wit:

That the Court erred in sustaining the motions to strike out parts of the defendant's answer.

That the decision is contrary to law, and for other manifest errors apparent upon the face of the record.

On the 3<sup>rd</sup> day of October A.D. 1896, the following Entry was filed in the Clerk's Office, to-wit:

Entry 7178

The General Electric Company vs The Village of Wilford Center Court of Common Pleas, Union County, Ohio.

This cause being heard on the motion to set aside the finding, decision and judgment of the Court and for a new trial.

The Court on careful consideration overrule the same, to which ruling the defendant then and there excepted.

J. Kirkcaldie, Atty. for Deft.

On the 6<sup>th</sup> day of October A.D. 1896. the following Entry was filed in the Clerk's Office, to-wit:

Entry 7178

The General Electric Company vs The Village of Wilford Center Court of Common Pleas, Union County, Ohio.

Now comes the defendant herein and gives notice of its intention to appeal this cause to the Circuit Court, and the Court fix the penalty of the bond to be given in case of appeal at \$2000-

J. Kirkcaldie Atty for Deft.

Attest J. H. Holmes Clerk.

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Petition 7063

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Pleas continued and held at the Court House in Cranesville, within and for the County of Crum, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, 1896, on the 7th day of September in the year of our Lord one thousand eight hundred and ninety six.

Be it remembered that heretofore to-wit, on the 11th day of February A.D. 1896, C. J. Lee filed in the Clerk's office of the said Court of Common Pleas, the following petition against Mary R. Lee Adm'x. &c. to-wit:

Petition 7063

C. J. Lee vs  
Mary R. Lee, Adm'x of the Estate of Robert F. Lee deceased.

Court of Common Pleas,  
Crum County, Ohio.

Plaintiff says, that the defendant Mary R. Lee is the duly appointed qualified and now acting Administrator of the estate of Robert F. Lee, late of said County, deceased by letters of administration duly granted by the Court of Probate of said County of Crum.

Plaintiff further says, that on or about the 3rd day of March A.D. 1891, the said Robert F. Lee then being in full life and signing by his initials R. F. Lee, duly executed and delivered to the plaintiff C. J. Lee but whose full name is Elizabeth J. Lee his one certain promissory note of that date for the sum of Four Hundred Dollars, with interest at six per cent from date, of which promissory note the following is a copy with all credits and indorsements thereon written.

"\$400<sup>00</sup>

Wilford Center O. March 3rd 1891.

One day after date I promise to pay to the order of C. J. Lee, Four Hundred Dollars, Value Received.

Six per cent interest from date.

Signed - R. F. Lee."

That the following credits is written on said note: Received the interest on the within up to March 1st 1893."

That there are no indorsements on said note. That said promissory note is far past due and is wholly unpaid, and that there is due thereon the said sum of Four Hundred Dollars with interest from the 1st day of May, 1893.

Plaintiff further says, that on the 10th day of Feb. A.D. 1896, she by her Attorney duly presented to the said Mary R. Lee as Administrator of estate of Robert F. Lee said above described note for allowance as a valid claim against said estate of the said Robert F. Lee deceased, and the said Mary R. Lee Adm'x of the estate of the said Robert F. Lee deceased refused to allow said claim as a valid claim against said estate, and by her Attorney handed it back to the plaintiff

through her attorney.

Wherefore plaintiff prays for judgment against the said Mary R. Lee Administratrix of the estate of Robert F. Lee deceased, defendant for the sum of Four Hundred Dollars with interest at six per cent from May 1<sup>st</sup> 1893 and for costs.

W. W. Merchant  
Atty. for Plaintiff.

State of Ohio, Union County, ss:

W. W. Merchant being first duly sworn says that he is the duly authorized attorney for the plaintiff in the premises; that this action is on a contract in writing; that said written contract is in this affiant's possession; that the facts stated and allegations made are as he verily believes true.

W. W. Merchant.

Sworn to before me and by the said W. W. Merchant subscribed in my presence this 11<sup>th</sup> day of Feb. 1896.

J. N. Gosnell Clerk

Chairman

I hereby waive this issue and voluntarily enter my appearance in this case of E. J. Lee vs Mary R. Lee Admrx. of Robert F. Lee Feb. 12, 1896.

Mary R. Lee  
Administratrix.  
Per W. V. Hooper, Atty.

On the 22<sup>nd</sup> day of September A.D. 1896, the following Entry was filed in the Clerk's office, to-wit:

Entry  
7063

E. J. Lee  
vs  
Mary R. Lee Admrx.  
of Robt F. Lee.      Court of Common Pleas,  
Union County, Ohio.

This day this cause came on to be heard on the petition and answer, and the plaintiff admitting the amount of \$26.92 as stated in answer; the Court rendered judgment in behalf of said plaintiff for the sum of Four Hundred (\$400.00) Dollars with interest at 6% per annum from May 1<sup>st</sup> 1893, subject to a credit of \$26.92, and considered therefore it is ordered by the Court that the said E. J. Lee recover of the said Mary R. Lee Administratrix of the estate of Robert F. Lee the sum of Four Hundred Dollars with interest at 6% from May 1<sup>st</sup> 1893, subject to a credit of \$26.92 and for costs and execution is awarded.

W. V. Hooper  
Atty. for Deft.

Attest

J. N. Gosnell  
Clerk.

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Pleas continued and held at the Court House in Mansfield, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court, of the Term of September, to-wit: on the 7th day of September in the year of our Lord One thousand Eight hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 15th day of August A. D. 1896, The Ohio Pipe Company filed in the Clerk's Office of the said Court of Common Pleas, the following petition against The Village of Milford Center, to-wit:

Petition 7174

The Ohio Pipe Company vs The Village of Milford Center Court of Common Pleas, Union County, Ohio.

The plaintiff is a corporation, duly incorporated under the laws of the State of Ohio.

The defendant is a village duly organized as such under the laws of said State.

Plaintiff says that on the 12th day of October, 1895, at the September Term of said Court of Common Pleas of Union County, Ohio, of the year 1895, in an action then and heretofore pending in said Court, in cause # 6899, on the docket of said Court, wherein The Russell Company was plaintiff, and Thomas H. Botham, The General Electric Company, The Village of Milford Center aforesaid, this plaintiff and others, were defendants, this plaintiff, by the consideration of this said Court, recovered a judgment against the said Thomas H. Botham, for the sum of Eight Hundred Twenty Three and 7/100 Dollars, (\$823.77), and its costs therein expended, amounting to One Hundred Eighty Seven and 4/100 Dollars.

The said Court of Common Pleas of Union County, Ohio, did on said 12th day of October, 1895, further find at the time said judgment was rendered, that the defendant herein, The Village of Milford Center, then had in its possession as garnisher, the sum of Nineteen Hundred Thirty Eight and 2/100 Dollars (\$1938.20) belonging to the said Thomas H. Botham, which said sum was due <sup>owing</sup> and unpaid to him from and by said Village, and did order and direct that the said defendant herein should within three days from the said date of October 12th 1895, pay the sum of \$1938.20 to the Sheriff of said County to be applied in the satisfaction of the judgment rendered as aforesaid in said cause # 6899, in favor of the said The Ohio Pipe Company.

Thereafter, on the 23rd day of November, 1895, the defendant The Village of Milford Center in pursuance of the order of said Court or made as aforesaid, did pay to the Sheriff of said County the sum of \$600, of which sum \$187.46 was applied in payment of costs, and the residue of \$412.54 was applied on the judgment or rendered as aforesaid, in

Lavor of the said The Ohio Pipe Company in said Cause # 6899, the aforesaid judgment, finding, and order are reversed and unsatisfied, and said judgment and costs are wholly unpaid excepting to the amount of \$600.00 as aforesaid.

The defendant The Village of Milford Center has wholly neglected, failed and refused to comply with the aforesaid order of this Court, to pay the said sum of \$1938.20, to the Sheriff of said County, excepting as to said sum of \$600.00 paid as aforesaid, to be applied in the satisfaction of plaintiffs aforesaid judgment, and there is due, owing and unpaid to the plaintiff by reason of the promise from the defendant The Village of Milford Center, the sum of \$418.36, with interest from the 23<sup>rd</sup> day of Nov. 1895.

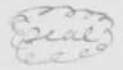
Therefore plaintiff prays judgment against the said The Village of Milford Center for the aforesaid sum of \$418.36, with interest from Nov. 23<sup>rd</sup> 1895.

J. E. Sator  
Attorney for Plaintiff

State of Ohio, Franklin County, ss.

E. C. Fuller being first duly sworn says that he is the president of the plaintiff above named, and that the facts and allegations in the foregoing pleading contained are true as he verily believes.

Sworn to before me and E. C. Fuller subscribed in my presence by the said E. C. Fuller this 14<sup>th</sup> day of August A.D. 1896



C. F. Sator  
Notary Public, Franklin County, Ohio.

Receipt  
7174

The Ohio Pipe Company  
vs  
The Village of Milford Center  
To the Clerk: -

Issue Summons to the Sheriff of Linn County, Ohio, for the within named defendant, returnable according to law. Endorse: "Prayer for judgment for \$418.36, with interest from Nov. 23<sup>rd</sup> 1895"

J. E. Sator  
Atty. for Plaintiff.

Summons

On the 15<sup>th</sup> day of August A.D. 1896, the following summons was issued to the Sheriff of Linn County, to-wit:  
The State of Ohio, Linn County.

To the Sheriff of said County:  
You are hereby commanded to notify The Village of Milford Center, Ohio, that it has been sued by The Ohio Pipe Company, in the Court of Common Pleas of Linn County, and must answer, by the 12<sup>th</sup> day of September A.D. 1896, or the petition of the said plaintiff will be taken

as true,  
the 24<sup>th</sup>  
Sheriff's  
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as true, and judgment rendered accordingly.  
You will make due return of this summons on  
the 24<sup>th</sup> day of August A.D. 1896.

Witness my hand and the seal of said Court,  
this 15<sup>th</sup> day of August, A. D. 1896.

J. N. Cornell Clerk  
By J. W. A. Cornell Deputy

Shriffs  
Return

|                  |    |      |
|------------------|----|------|
| Reciff's Fees    | \$ | cts. |
| Service & Return |    | 50   |
| Mileage          | 1  | 00   |
| Copy             |    | 15   |
| Total            | 1  | 65   |

The State of Ohio, Union County.

Received this writ August 17<sup>th</sup> A.D. 1896,  
at 8 o'clock A. M. and served same by handing  
a true copy of this writ with the indorsements  
thereon to Charles Rice personally, who is  
Mayor of the Village of Milford Center on the 19<sup>th</sup> day of August  
A. D. 1896.

Wm. Snodgrass Sheriff.

Entry  
7174

On the 30<sup>th</sup> day of September A. D. 1896, the following entry  
was filed in the Clerk's office, to-wit:

The Ohio Pipe Company | Court of Common Pleas  
vs | Union County, Ohio  
The Village of Milford Center

Now comes the defendant and by leave  
of Court, files its answer herein.

Answer  
7174

On the 30<sup>th</sup> day of September A. D. 1896, the following answer  
was filed by the Clerk of this Court, to-wit:

State of Ohio, Union County, ss.  
The Ohio Pipe Company | Court of Common Pleas  
vs | Union County, Ohio  
The Village of Milford Center

Now comes the Village of Milford Center,  
by leave of the Court and for its answer herein says:

# That it has no means of knowing whether the plain-  
tiff is a Corporation, or not, and therefore denies the same.

For the same reason the defendant denies that plaintiff  
was duly incorporated under the laws of the State of Ohio.

For the same reason the defendant denies that plaintiff  
has a right to sue under the name of The Ohio Pipe Company.

The defendant admits that it is a Village duly organized  
as such under the laws of the State of Ohio.

Defendant admits that plaintiff on the 1<sup>st</sup> day of October,  
1895, at the September term of the Court of Common Pleas of Union  
County, Ohio, in the year 1895, in an action *in rem* and *in personam*.

was pending in said Court, in cause # 5899, on the docket of  
said Court, wherein the Russell Company was plaintiff and Thomas  
H. Bottom, The General Electric Company, The Village of Milford  
Center, The Plaintiff herein and others were defendants.

The plaintiff herein recovered a judgment against the  
said Thomas H. Bottom for some sum therein set forth.

II. This answering defendant further says and by way of cross-petition states. That the finding of the Court of Common Pleas of Linn County, Ohio, on the 1<sup>st</sup> day of October, 1895, in an action then and therefore pending in said Court, in Cause #6899 wherein The Russell Company was plaintiff and Thomas A. Botham, The General Electric Company, The Village of Wilford Center, this defendant and the plaintiff herein and others were defendants.

That (this defendant) The Village of Wilford Center then had in its possession as garnishee, the sum of \$1938.20, belonging to the said Thomas A. Botham and that said sum was due, owing and unpaid to him from and by said Village" was erroneous, wrong, unjust and incorrect and not in accordance with the real facts in the case.

That the order of said Court upon said finding, that this defendant "The Village of Wilford Center should within 3 days from said date of October 1<sup>st</sup> 1895, pay said sum of \$1938.20 to the Sheriff of said County to be applied in satisfaction of the judgment rendered in said cause #6899 in favor of the said Ohio Pipe Company" was erroneous, unjust and not in accordance with the real facts.

That the answer in said cause #6899 made and filed by one John W. Boddish, purporting to be made for and on behalf of said Village of Wilford Center was erroneous, and not according to the real facts and further that said answer was made wholly without the sanction or authority of said Village and that said Boddish was not an officer of said Village nor was he authorized or employed by said Village as Attorney or otherwise to represent said Village.

That the answers made in examination of garnishee in said case No. 6899 were erroneous, unjust and not in accordance with the real facts, and were not sanctioned nor authorized by said Village.

III. That in fact and in truth said Village of Wilford Center (this defendant) was not indebted to said Thomas A. Botham in the sum of \$1938.20 on the first day of October, 1895, but was indebted to him only in the sum of \$163.66 and no more at said date, and that the payment to the Sheriff of said County on the 23<sup>rd</sup> day of November 1895, upon the order of said Court as aforesaid of the sum of \$600 was erroneous, and unjust, and was made under a mutual mistake of the facts.

That by said payment of said \$600 as aforesaid the said Village of Wilford Center (this defendant) overpaid the amount due and owing said Thomas A. Botham by \$436.34.

This defendant denies that there is due and owing to the plaintiff from this defendant the sum of \$418.35 with interest from Nov. 23<sup>rd</sup> 1896, or any other sum, but

that on this date in plain modified by it or that correct and the corresponding prays the for the by it Nov. 23<sup>rd</sup> this defendant State of more a poration and all allegations true. 30<sup>th</sup> day was filed Motion The Ohio 7174 The Village II. moves the time of Common says and the words for the relevant II. the said which the Court in equi

that on the contrary the plaintiff herein is indebted to this defendant in the sum of \$436.34 so erroneously over paid. That this defendant denies each and every allegation in plaintiffs petition not herein specifically admitted.

Wherefore this defendant prays the Court for a modification of its former finding and order heretofore by it made in said cause No. 6899, to conform to the facts, or that this defendant The Village of Milford Center may correct and amend its Answer in said Cause No. 6899 and the answers in examination of garnishee so as to correspond to the real facts.

This defendant The Village of Milford Center also prays the Court for judgment against the plaintiff herein, for the sum of \$412.54 admitted by plaintiff as received by it in said cause No. 6899 and for interest thereon from Nov. 23<sup>rd</sup> 1896, and for such other and further relief as this defendant may in equity be entitled.

J. H. Kinkade  
Attorney for defendant.

State of Ohio, Union County, ss:

Personally appeared J. H. Kinkade, who being duly sworn says that the above answering defendant is a corporation and that he is the duly authorized and empowered attorney for the same, and that the facts stated and allegations made in the foregoing pleading are as he believes true.

J. H. Kinkade

Sworn to and subscribed in my presence this 30<sup>th</sup> day of September, 1896.

J. N. Gosnell Clerk  
By J. W. B. Gosnell Deputy

(Seal)

Motion On the 5<sup>th</sup> day of October A.D. 1896, the following Motion was filed by the Clerk of this Court to-wit:  
The Ohio Pipe Company vs The Village of Milford Center  
Court of Common Pleas, Union County, Ohio.

7174

II. Now comes the plaintiff, The Ohio Pipe Company, and moves the Court to strike out of the Answer and Cross-petition of the defendant herein all that portion thereof which commences with the words "this answering defendant further says and by way of Cross-petition states," and ends with the words "in the sum of \$436.34 so erroneously over paid," for the reason and upon the ground that the same is irrelevant and immaterial.

II. The said plaintiff moves the Court to strike out of the said answer and Cross-petition all that portion thereof which commences with the words "Wherefore this defendant prays the Court," and ends with the words "as this defendant may in equity be entitled," for the reason and upon the grounds

that the same is irrelevant and immaterial.

The following motions are made and will be insisted upon if and only upon the condition that the Court refuse to sustain the foregoing Motion Number One.

3. The said defendant moves the Court to strike out so much of the defendant's answer and Cross-petition as commences with the words "this answering defendant further says and by way of Cross-petition states;" and ends with the words "was erroneous, wrong, unjust and incorrect and and not in accordance with the real facts in the case;" for the reason and upon the ground that the same is irrelevant and immaterial.

4. The said plaintiff moves the Court to strike out of said answer and Cross-petition that portion thereof which commences with the words, "that the order of said Court upon said finding," and ending with the words "was erroneous, unjust and not in accordance with the real facts," for the reason and upon the ground that the same is irrelevant and immaterial.

5. The said plaintiff moves the Court to strike out of said answer and Cross-petition all that portion thereof which commences with the words "that the said answer in said cause number 6899," and ends with the words "otherwise to represent said village," for the reason and upon the ground that the same is irrelevant and immaterial.

6. The said plaintiff moves the Court to strike out of said answer and cross-petition all that portion thereof which commences with the words "that the answers made in the examinations of the garnishee," and ends with the words "not authorized by said village," for the reason and upon the ground that the same is irrelevant and immaterial.

7. The said plaintiff moves the Court to strike out of said answer and cross-petition all that portion thereof which commences with the words "that in fact and truth," and ends with the words "a mutual mistake of the facts," for the reason and upon the ground that the same is irrelevant and immaterial.

8. The said plaintiff moves the Court to strike out of said answer and cross-petition all that portion thereof which commences with the words "that by said payment of said \$600.00," and ends with the words and figures "by \$436.34," for the reason and upon the ground that the same is irrelevant and immaterial.

9. The said plaintiff moves the Court to strike out all that portion of the said answer and Cross-petition which commences with the words "this defendant denies that there is due and owing to the plaintiff," and ends with the words and figures "in the sum

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Motion  
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J. E. Sator  
Atty. Gen. for Plff.

Motion 7174  
On the 6<sup>th</sup> day of October A.D. 1896, the following motion was filed in the Clerk's Office to-wit:  
The Ohio Pipe Company  
vs.  
The Village of Milford Center  
Court of Common Pleas,  
Union County, Ohio.

Now comes the plaintiff, and by way of amended and supplement to its original motion filed herein, moves the Court for an order requiring the defendant to separately state and number its defenses and causes of action set forth in its cross-petition.

This motion being insisted on only in case the Court overrule motion number one heretofore filed in this cause by the plaintiff.

2. If the Court sustain motion number one heretofore filed by the plaintiff in this cause, the plaintiff then moves for an order to strike out of the answer and cross-petition thereof, the following averment:

"That this defendant denies each and every allegation in the plaintiff's petition not herein specifically admitted."

J. E. Sator  
Atty. Gen. for Plff.

Entry 7174  
On the 6<sup>th</sup> day of October A.D. 1896, the following entry was filed in the Clerk's Office, to-wit:  
The Ohio Pipe Company  
vs.  
The Village of Milford Center  
Court of Common Pleas,  
Union County, Ohio.

This day came on to be heard plaintiff's motion to defendant's answer and cross-petition herein, and were argued by counsel and submitted to the Court.

The Court being fully advised in the premises finds that said motions No. 1, and 2 of said original & motions and motion No. 2 of the supplemental motion filed herein are well taken and accordingly sustains the same.

It is therefore ordered by the Court that the following parts be and the same hereby are struck from said answer and cross-petition;

No. 1, All that part beginning with the words "this answering defendant further says and by way of cross-petition states," and ending with the words "in the sum of \$436.34 so erroneously over paid."

No. 2, All that part beginning with the words "Therefore

This defendant prays the Court" and ending with the words "as this defendant may in equity be entitled."

No. 3. All that part containing the following avowment, "that this defendant denies each and every allegation in the plaintiffs petition not herein specifically admitted." And thereupon the defendant, by its duly authorized attorney, being present in open Court, moved the Court for time within which further to plead herein, and the Court having duly considered said motion ruled and ordered that, if said defendant plead further herein, it must file its pleading this day, unless the said defendant desired to file a general denial to the plaintiffs petition or unless the said defendant would make known to the Court a defense different from the pretended one in its original answer and cross-petition, in either of which cases a reasonable time would be given within which to file a pleading.

Thereupon said defendant by its attorney, refused to plead said general denial and refused also to make known to the said Court any alleged defense different from the pretended one in the original answer and cross-petition and refused to plead further herein this day.

The defendant duly accepted to the foregoing ruling and orders of the Court.

On the 5th day of October A.D. 1896. the following entry was filed by the Clerk of this Court, to-wit:

Entry  
7174

The Ohio Pipe Company  
vs  
The Village of Wilford Center  
Court of Common Pleas  
Carrion County, Ohio.

This day the defendant by its duly authorized attorney being in open Court and refusing to plead herein this day and unless allowed further time to plead, this cause, having been specially assigned for trial this day, came on to be heard on the pleadings, evidence and exhibits and was argued by counsel and submitted to the Court.

The Court having duly considered the same finds that said defendant the Village of Wilford Center, has been duly and legally served with summons herein, and is through its said attorney present in open Court.

The Court further find that the answer of the said defendant confesses to be true all the allegations of the petition save and except only that the plaintiff is a corporation, that the plaintiff was duly incorporated under the laws of the state of Ohio, and that the plaintiff has a right to sue under the name of the Ohio Pipe Company.

To which finding of the Court the defendant then and there accepted.

Motion  
7174  
The Ohio Pipe Company  
vs  
The Village of Wilford Center

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The Court further finds from the evidence that the allegations of the plaintiffs petition are true.

To which finding of the Court the defendant then and there excepted.

The Court further find from the pleadings and evidence, that this plaintiff is the party who duly received the judgment in the petition mentioned and in whose favor the order was made as alleged in the said petition and that this plaintiff has the right to bring this action as The Ohio Pipe Company.

To which finding of the Court the defendant then and there excepted.

The Court further finds from the pleadings and evidence introduced that the allegations of the plaintiffs petition are true, and that said defendant is indebted to the plaintiff in the sum of \$418.35 with interest from the 23<sup>rd</sup> day of November, 1896, and that said sum of \$440.16 being principal and interest to this 3<sup>rd</sup> day of October, is due and unpaid the said plaintiff from the said defendant.

To which finding of the Court the defendant then and there excepted.

It is therefore considered by the Court that said plaintiff The Ohio Pipe Company, recover from the said defendant, the Village of Milford Center, the said sum of \$440.16 with interest thereon at 6% per annum from this 6<sup>th</sup> day of October, 1896, and its costs herein expended taxed at \$13.96.

The defendant the Village of Milford Center then and there excepted to the said finding and judgment of the Court herein.

The defendant, the Village of Milford Center, thereupon made and filed a motion for a new trial herein, upon the ground that said finding and decisions were contrary to law and because the Court erred in sustaining the said motion striking out certain parts of the defendants answer herein as above stated and for errors on the face of the record.

Which motion for a new trial the Court then and there considering overruled.

To which ruling of the Court defendant then and there excepted.

The defendant, the Village of Milford Center, then and there gave notice of its intention to appeal from the finding and judgment of this Court herein to the Circuit Court and the Court thereupon fixed the bond for appeal at \$1000.

On the 3<sup>rd</sup> day of October A.D. 1896, the following entry was filed to wit:

|                                                                                |  |                                                                                       |
|--------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|
| Motion<br>7174<br>The Ohio Pipe Company<br>vs<br>The Village of Milford Center |  | Court of Common Pleas<br>Union County, Ohio.<br>Now comes the defendant and moves the |
|--------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|

Court to set aside and vacate its finding and judgment herein and for a new trial, for the following errors occurring during the progress of the trial, to-wit:

That the Court erred in sustaining the motion to strike out part of the defendant's answer as so apparent upon the face of the record.

That the decision is contrary to law, and for other manifest errors apparent upon the face of the record.

On the 6th day of October A.D. 1896, the following entry was filed in the clerk's office, to-wit:

Entry  
7174

The Ohio Pipe Company vs The Village of Millford Center Court of Common Pleas, Union County, Ohio.

This cause being heard in the motion to set aside the finding, decision and judgment of the Court, and for a new trial.

The Court on consideration, overrule the same, to which ruling the defendant then and there excepted.

J. H. Linkade  
Atty. for Deft.

On the 6th day of October A.D. 1896, the following entry was filed by the clerk of this Court, to-wit:

Entry  
7174

The Ohio Pipe Company vs The Village of Millford Center Court of Common Pleas, Union County, Ohio.

Now comes the defendant herein and gives notice of its intention to appeal this cause to the Circuit Court and the Court fix the penalty of the bond to be given in case of appeal at \$1000.

J. H. Linkade  
Atty. for Deft.

Attest,  
J. M. Korman  
Clerk.

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Petition  
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Please continued and held at the Court House in Waverlyville, within and for the County of Union, in the Sixth Judicial district of the Court of Common Pleas of the state of Ohio, before the Honorable John S. Price, Judge of said Court, of the Term of September, to-wit: on the 17<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 15<sup>th</sup> day of January, A.D. 1896, Lincoln Lybarger filed in the Clerk's office of the said Court of Common Pleas, the following Petition against Rebecca J. Hicks et al, to-wit:

Petition  
7139

Lincoln C. Lybarger  
vs  
Rebecca J. Hicks,  
Elizabeth C. Benson  
Orlan Benson  
Grace Underhill  
Charles Underhill

Court of Common Pleas,  
Union County, Ohio.

Petition.

The plaintiff says; that on the 6<sup>th</sup> day of March, 1886, one Edward Hicks, who is now deceased, made and delivered his promissory note of that date, and thereby promised to pay to Charles Hicks and Thomas Hicks, or bearer the sum of Twenty-one hundred and Ninety Dollars (\$2190.00) on or before the first day of August, 1890, with interest at 6% from date.

That the said Edward Hicks on said 6<sup>th</sup> day of March, 1886, to secure the payment of said note executed and delivered to the said Charles Hicks and Thomas Hicks his mortgage deed his wife the said Rebecca J. Hicks joining, and thereby conveyed to said Charles Hicks and Thomas Hicks their heirs and assigns the following lands and tenements situate in said County of Union, and State of Ohio, and in the Township of York, and in Survey No. 3235, and bounded and described as follows:

Beginning at a stake in the east land line of John Benson and in the center of the road leading from West Mansfield to York Center; thence South 94° W. 154 poles to a stake in the east line of J. R. Widmores land; thence S. 79° 34' E. 83 1/2 poles to a stone; thence N. 94° E. 154 poles to a stone in the center of said road; thence N. 79° 34' W. 83 1/2 poles with said road to the place of beginning containing Eighty acres.

The plaintiff further says that said Edward Hicks did several years ago, and prior to the 12<sup>th</sup> day of November, 1891, and that the said Rebecca J. Hicks is his Ward, and the Administratrix of his estate, and she executed said mortgage with her husband on said 6<sup>th</sup> day of March, 1886.

That the said Edward Hicks in his life time was the duly appointed and qualified guardian of the plaintiff who was then a minor, and while he was such guardian of the plaintiff, he received as such guardian from the estate

of plaintiff's father who was dead - a sum of money belonging to the plaintiff, his ward, which amounted on said 6<sup>th</sup> day of March 1886, to said sum of \$2190.

That the said Charles Hicks and Thomas Hicks were the sureties for said guardian on his guardian bond, and to secure and indemnify his said sureties against loss by reason of said sureties he executed to said sureties the said note, and the said mortgage, herein above mentioned to them.

That said guardian Edward Hicks in his life time paid no part of said note, and died without paying any part of said \$2190 to plaintiff, or to said sureties on his said bond or either of them, and no part of the same has since been paid, and when plaintiff arrived at the age of majority (he having long since become of the age of majority) and was entitled to his money, his guardian was then dead, and the said Charles and Thomas Hicks were bound to pay and make good to plaintiff said sum of \$2190, with interest from said March 6<sup>th</sup> 1886.

The plaintiff says that after he became of the age of majority in wit: On the 12<sup>th</sup> day of November, 1891, he agreed with said Charles and Thomas Hicks to accept said note and mortgage so executed to them by his said guardian and take all the equities and rights of said Charles and Thomas Hicks in the same and release said Charles and Thomas from all liability upon said guardian bond on the consideration of their assignment and transfer of said note and mortgage to him, which was accordingly agreed to and done, on said 12<sup>th</sup> day of November, 1891.

And plaintiff further avers that his said guardian when he received the money of plaintiff - as his ward invested said money in the land described herein, and in said, and in said mortgage, and his said guardian took the deed for the same in his own name, and in equity held said land in trust for said ward (the plaintiff).

The said mortgage recited that "said note is given as security for liability as bail for said Edward Hicks as guardian of L. E. Lybarger" - who is the plaintiff.

The condition of said mortgage is in substance, that if said Edward Hicks shall pay, or cause to be paid said Ward's money according to law, then the mortgage should be void, otherwise to be and remain in full force and virtue in law.

A copy of said note is hereto attached marked "A" and made a part of this petition.

That on the 9<sup>th</sup> day of March, 1886, at One O'clock P. M. said mortgage was delivered to the recorder of said

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County, to be by him entered on record, and was recorded by him on the 19<sup>th</sup> day of March 1886, in Union County Record of Mortgages.

The plaintiff therefore says that he is the owner and holder of said note and said mortgage in law and in equity.

The said mortgage deed has become absolute.

There is due and remaining unpaid upon said indebtedness to the plaintiff, the sum of twenty-one hundred and ninety Dollars, with interest from March 6<sup>th</sup> 1886.

The plaintiff therefore asks that said mortgage may be foreclosed, said premises ordered to be sold, and the proceeds applied to the payment of said debt, and execution awarded for the balance, and that the plaintiff have such other and further relief granted him as in law and equity he is entitled to by reason of the facts above stated.

Porter & Porter  
Attys for Plff.

C. W. Porter being duly sworn makes oath that the above action and pleading is founded upon a written instrument for the payment of money; that he is one of the attorneys for the plaintiff in this cause, and such instrument is in possession of affiant as such attorney; and further affiant believes the facts stated in the foregoing pleading to be true.

C. W. Porter.

Sworn to by C. W. Porter before me, and signed by him in my presence this 17<sup>th</sup> day of January, 1896.

(Seal)

J. N. Kosmull Clerk

"A"

Copy of Note.

March 6<sup>th</sup> 1886.

"On or before the first day of August 1890, I promise to pay Charles Hicks and Thomas Hicks or bearer twenty one hundred and ninety Dollars, for value rec'd with six per cent interest from date.  
(signed) Edward Hicks."

Summons On the 18<sup>th</sup> day of January A.D. 1896, the following summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:

To the Sheriff of said County:  
You are hereby commanded to notify Rebecca J. Hicks, Elizabeth C. Benson, Orlan Hurn, Isaac S. Underhill and Charles Underhill that they have been sued by Lincoln C. Lybarger in the Court of Common Pleas of Union County, and must answer by the 15<sup>th</sup> day of February A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.  
You will make due return of this summons on

the 27<sup>th</sup> day of January, 1896.

Witness my hand and the seal of said Court,  
This 18<sup>th</sup> day of January A.D. 1896.

J. N. Wood Clerk

Shriffs  
Return

|               |          |           |     |
|---------------|----------|-----------|-----|
| Shriffs Fee   | \$       | 10        | cts |
| Seal & Return | 1        | 10        |     |
| Mileage       | 2        | 88        |     |
| Copy          |          | 75        |     |
| <b>Total</b>  | <b>3</b> | <b>73</b> |     |

The State of Ohio, Union County.

Received this writ January 18<sup>th</sup> A.D. 1896,

at 3 O'clock P. M. and served same by delivering

a true copy of this writ with the indorsements

thereon to Rebecca J. Hicks, Elizabeth C. Hanson,

Grace E. Underhill personally, and to Delan Hanson and Charles Underhill by leaving a copy at their usual place of residence on the 24<sup>th</sup> day of January, 1896.

Wm. C. Indgrass Sheriff.

On the 7<sup>th</sup> day of April A.D. 1896, the following motion was filed in the Clerk's office, to-wit:

Motion  
7039

Lincoln Lybarger  
vs  
Rebecca Hicks et al

The State of Ohio, Union County, ss,  
To the Court of Common Pleas.

Elizabeth C. Hanson and Orlan Hanson, defendants herein move the Court for an order requiring the plaintiff to separately state and number his different causes of action, and for grounds of the motion say, that the plaintiff attempts to set forth a cause of action on a mortgage, and another cause of action on account of the purchase money having been paid for the mortgaged land by the plaintiff, which causes of action should be separately stated and numbered.

W. T. Hoopes &  
Cameron & Cameron  
Attorneys for defendants.

On the 4<sup>th</sup> day of May A.D. 1896, the following entry was filed in the Clerk's office, to-wit:

Entry  
7039

Lincoln Lybarger  
vs  
Rebecca Hicks et al

Court of Common Pleas  
Union County, Ohio.

This day the motion of defendants Elizabeth C. Hanson and Orlan Hanson her husband to require plaintiff to separately state and number his different causes of action, and was argued by counsel, and the Court being advised in the premises sustains said motion.

Therefore plaintiff asked and obtained leave to amend his petition in 30 days and cause continued.

Amended  
Petition  
7039

On the 31<sup>st</sup> day of July A.D. 1896, the following Amended petition was filed.

Lincoln Lybarger  
vs  
Rebecca Hicks et al

Court of Common Pleas,  
Union County, Ohio.

I. For first cause of action the plaintiff says,

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That on the 6<sup>th</sup> day of March, 1886, one Edward Hicks who is now deceased made and delivered his promissory note of that date, and thereby promised to pay to Charles Hicks and Thomas Hicks, or bearer the sum of Twenty One Hundred and Ninety Dollars (\$2190) on or before the first day of August, 1896, with interest at six per cent. from date.

That the said Edward Hicks on said 6<sup>th</sup> day of March, 1886, to secure the payment of said note executed and delivered to said Charles Hicks and Thomas Hicks his mortgage deed - his wife who was the said Rebecca J. Hicks joining - and thereby conveyed to the said Charles Hicks and Thomas Hicks their heirs and assigns, the following land and tenements - situate in said County of Cass, and State of Ohio, and in York Township, and in survey No. 3235, and bounded and described as follows:

Beginning at a stake in the East line of John Hoover, and in the center of the road leading from West Mansfield to York Center; thence South 94° W. 134' poles to a stake in the east line of J. B. Skidmore's land; thence S. 79° 34' E. 83 1/2' poles to a stone; thence N. 94° E. 154' poles to a stone in the center of said road; thence N. 79° 34' W. 83 1/2' poles with said road to the beginning, containing Eighty acres.

That the said Edward Hicks died several years ago, to-wit, about the 30<sup>th</sup> day of May, 1886, and prior to the 12<sup>th</sup> day of November 1891; and that the said Rebecca J. Hicks is his widow and is the Administratrix of his estate, and she executed said mortgage with her said husband on said 6<sup>th</sup> day of March, 1886.

That the said Edward Hicks in his life time was the duly appointed and qualified guardian of the plaintiff, who was then a minor, and while he was such guardian of the plaintiff he received as such guardian from the estate of plaintiff's father who was dead, a sum of money belonging to the plaintiff his ward the precise amount plaintiff cannot now state, but which amounted on said 6<sup>th</sup> day of March, 1886 with some interest added to said sum of \$2190.

That the said Charles Hicks and the said Thomas Hicks were the sureties for his said guardian on his guardian bond, and to secure and indemnify said sureties against loss by reason of said suretyship, said Edward Hicks executed to said sureties the said note, and the said mortgage herein above mentioned, all of which was done while plaintiff was a minor and while the said Edward Hicks was his guardian.

The said guardian in his life time paid no part of said note, and died without paying any part of said \$2190 to plaintiff, or to said sureties or either of them, and no part of the money which said guardian received from

the estate of plaintiff's father has been paid to plaintiff, although he became of the age of majority on the 5<sup>th</sup> day of August, 1889. And when plaintiff arrived at the age of majority and was entitled to his money, his said guardian was then dead: and the said surties on said guardian's bond were bound to pay and make good to plaintiff said sum of \$2190 with interest from said 5<sup>th</sup> day of March, 1886.

The plaintiff says that after he or became of the age of majority to wit on the 12<sup>th</sup> day of November 1891, he agreed with said Charles and Thomas Hicks to accept said note and mortgage or executed to them by his said guardian, and take all the equities and rights of said Charles and Thomas Hicks in the same, and release said Charles and Thomas from all liability upon said guardian's bond on the condition of their assignment and transfer of said note and mortgage to him, which was accordingly agreed upon by the plaintiff and said surties and done, on said 12<sup>th</sup> day of November, 1891.

The said mortgage recited that "said note is given as security for liability as bid for said Edward Hicks as guardian of L. C. Lybarger" - who is the plaintiff.

The condition of said mortgage deed is in substance, that "if said Edward Hicks shall pay, or cause to be paid said Charles' money according to law, then the mortgage should be void, otherwise to be and remain in full force".

A copy of said note is hereto attached, marked "A" and made a part hereof.

That on the 9<sup>th</sup> day of March, 1886, at one o'clock P. M. said mortgage was delivered to the recorder of said County to be by him entered on record, and was recorded by him on March 19<sup>th</sup> 1886. in Union County record of mortgages.

The plaintiff therefore says that he is the owner and legal holder of said note and said mortgage in law, and in equity.

The said mortgage deed has become absolute; and there is due, and remaining unpaid upon said indebtedness to plaintiff, the sum of Twenty-One Hundred and Ninety Dollars (\$2190) with interest from the 5<sup>th</sup> day of March, 1886.

## II Second Cause of Action.

The plaintiff further says, that without repeating, but adopting here the allegations of fact set forth in the first cause of action herein. When the said Edward Hicks as such guardian of plaintiff, received the money of plaintiff as set forth in this petition, the said guardian used and invested all of said money in the purchase of the land herein above described, and took the deed for the

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same in his own name, and held the same for the use and benefit of the plaintiff, and in trust for the plaintiff, and that the same in equity belongs to this plaintiff, to the extent of the money of the plaintiff which was so paid for the purchase of this land, and plaintiff is entitled to have the same sold to satisfy and pay said indebtedness of \$2190 and interest from the 5th day of March 1886.

Plaintiff therefore asks that said mortgage may be foreclosed, said premises ordered to be sold to satisfy said mortgage, as well as the interest of plaintiff in said land, because of his said money that was invested in the purchase of said premises, and the proceeds applied to the payment of said indebtedness, or due to plaintiff, and that plaintiff have such other and further relief granted him as he may be entitled to, by reason of the facts herein stated.

Porter & Porter  
Attys. for Plaintiff.

John L. Porter being duly sworn makes oath that he is one of the attorneys for the plaintiff in this cause duly authorized.

That this action is founded upon a written instrument for the payment of money, and such instrument is in affiant's possession as such attorney, and further affiant believes the facts stated in the foregoing petition to be true.

John L. Porter.

Sworn to by John L. Porter, before me, and signed by him in my presence this 30th day of July, 1896.

J. H. Gosnell Clerk.

"2"

March 6th 1886.

"On or before the first day of August, 1890, I promise to pay Charles Hicks and Thomas Hicks or heirs twenty-one hundred and ninety dollars, for value recd, with six per cent interest from date."

(signed) Edward Hicks.

On the 30th day of July A.D. 1896, the following Notice was filed in the Clerk's Office, to-wit:

Notice Lincoln Lybarger vs Rebecca Hicks et al  
Court of Common Pleas Union County Ohio.

The defendants will take notice that the plaintiff on the 30th day of July, 1896, amended his petition originally filed in this cause, and on said day filed said amended petition with the papers in the case, and this case is now pending upon said amended petition.

Served and acknowledged this 6th day of Aug. 1896. - Cameron & Cameron for Dfto.

7039

Answer  
Ed  
Cross-petition  
7089

On the 22<sup>nd</sup> day of August A.D. 1896. the following Answer and Cross-petition was filed, to-wit:

Lincoln B. Lyberger  
vs  
Rebecca J. Hicks,  
Elizabeth E. Henson  
Olson Henson her husband,  
Grace E. Underhill Et  
Charles Underhill  
her husband.

Court of Common Pleas,  
Union County, Ohio.

Withdrawn from the files.

Now comes Elizabeth E. Henson one of the defendants herein and for her separate answer and by way of Cross-petition says:

The said Edward Hicks was appointed guardian for the plaintiff in the year 1876 by the probate Court of Union County, Ohio, at which time the plaintiff was about 8 years of age; that a small sum of money not exceeding \$500 came into the hands of the said Edward Hicks as guardian of the plaintiff, out of the said Edward Hicks paid large sums of money as expense in the Administration of his trust, and furnished to the plaintiff boarding, washing, lodging, maintenance and all the comforts of a home from that time on till the death of the said Edward Hicks.

That after his appointment, as guardian the said Edward Hicks removed from Union County Ohio, with his family and became a resident of the said County of Union, and not being convenient to the Court of probate in Union County, said Edward Hicks did not file settlement accounts and vouchers with said Court but long but long before his death had expended for and behalf of said ward and in the administration of said trust a sum of money in the aggregate much greater than he received, and all of the money received by the said Edward Hicks for and on behalf of his ward was expended for his benefit and at the time of his death the said Edward Hicks was not indebted to his said ward in any sum whatever.

The said Charles was father and Thomas Hicks was brother of the said Edward and were sureties upon his guardian's bond; that in the year 1886, said Edward Hicks became seriously ill and said bondsmen desiring indemnity for themselves as such surety requested the said Edward Hicks to execute to them a mortgage on the land described in the petition, and the said Edward Hicks complied with said request and executed said mortgage but he received no consideration whatever therefor from either the said Charles or Thomas but the only and sole consideration for said mortgage was that if the said Charles or Thomas Hicks should be required to pay any sum of money or should suffer

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any loss by reason of being said surety then said mortgage was to be to them an indemnity for the money so paid or the loss so sustained.

The execution of the note mentioned in the petition in the petition was wholly without consideration and was a part of the transaction of indemnity to the said securities.

This defendant avers that neither the said Thomas or Charles Hicks were ever required to or ever did pay any sum of money whatever or suffer any loss by reason of being said surety and the true condition of said mortgage has not been broken.

This defendant avers that the said Thomas and Charles Hicks had no title to said note or mortgage save and except as they held the same for indemnity against any loss that they might suffer by reason of being said surety and that not having suffered any loss or been required to pay any money they had no title whatever to convey to plaintiff.

This defendant denies that there was any sum of money due to the plaintiff from said Edward Hicks at the date of the execution of said note and mortgage.

This defendant says that subsequent to the death of the said Edward Hicks the said Rebecca J. Hicks was appointed as Administratrix and inasmuch as the plaintiff had received all of his money in the lifetime of said Edward Hicks but the said Edward Hicks had neglected to settle his account with the probate Court of Kent County the said Rebecca J. Hicks after her appointment as such Administratrix did make such settlement with the probate Court of Kent County and the plaintiff having received his money in the manner aforesaid, in order to enable the said Rebecca J. Hicks to make her settlement with said Court, executed and delivered to her a receipt in the words and figures following:

On the Probate Court of  
Kent County, Ohio, ss.

This is to certify that E. L. C. Lybarger, have this 24<sup>th</sup> day of June, 1891, received of Rebecca J. Hicks Administratrix of the estate of Edward Hicks deceased, the sum of Two Thousand and Two Hundred and Fifty-five Dollars (\$2255.10) the same being amount in full of all money due me from said Rebecca Hicks Administratrix as aforesaid as a ward of said Edward Hicks deceased.

In testimony whereof I hereunto set my hand and seal this 24<sup>th</sup> day of June A. D. 1891.

Witness my hand and seal  
L. C. Lybarger. (seal).  
Charles Hicks, Jr.  
U. A. Hoover.

Which receipt was signed and executed by the plaintiff about three years after he became of the age of majority and with full knowledge of all the facts and the same was presented to the probate Court in Knox County, and a full settlement on the account of the said Edward Hicks was thus made and his bondsman released and exonerated.

All of which will appear by the record of the probate Court of Knox County.

And this defendant denies each and every allegation and averment in the petition contained and not here in expressly admitted.

For a second and further defence and by way of cross-petition, this defendant says:

That the said Edward Hicks in his lifetime had more than repaid to the plaintiff any and all money received by him for and on behalf of the plaintiff, and this defendant further says that the said Edward Hicks did intestate seized in fee simple of the lands and tenements described in the petition, and the said Edward Hicks left surviving him his widow Rebecca J. Hicks and this defendant, his daughter, and Grace F. Underhill who is also his daughter.

Said lands descended, subject to the dower of the said Rebecca J. Hicks, to this defendant and Grace F. Underhill in equal parts.

This defendant further says that upon the death of the said Edward Hicks the plaintiff took possession of said real estate described in the petition and has ever since held and occupied the same and had the use and benefit thereof from that time till the present.

And this defendant avers that a reasonable compensation for the use and profit of said land per year would be Two Hundred and Fifty (\$250).

And further this defendant avers that since taking possession of said land in the year 1856 the plaintiff has from time to time sold and removed from the same, good and valuable timber amounting in value to more than Two Hundred Dollars, in doing which he has wasted and injured said estate to an amount more than the sum herein named.

This defendant therefore prays that the plaintiff may be required to account to this defendant and to the other heir of Edward Hicks for the rents and profits of said land and for the waste committed by him as herein stated: that the said mortgage may be cancelled by order of the Court, and the lands and tenements therein described may be partitioned and dower assigned therein to the said Rebecca Hicks, and subject to said dower this defendant may have set off

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Agreement Lincoln

7039

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to her in severally one half of said lands and the said Grace F. Underhill one half; and if partition can not be made without manifest injury, then that said lands be advertised and sold and the proceeds therefor distributed as required by law.

H. J. Hoopes Esq  
Cameron & Cameron  
Attys. for  
E. E. Benson

The State of Ohio, Union County, ss.

Elizabeth E. Benson being first duly sworn says the facts stated and allegations made in her foregoing answer are true as she believes.

Witness my hand and seal in my presence this 22<sup>nd</sup> day of August, 1896.

E. H. Porter  
Notary Public  
Union County, Ohio.

Agreement  
7039

On the 1<sup>st</sup> day of October A.D. 1896, the following agreement was filed in the Clerk's office, to-wit:

Lincoln Lybarger vs Rebecca Hicks et al  
Court of Common Pleas  
Union County, Ohio.

This day this case is settled as follows: The answering defendant, Elizabeth E. Benson (her husband Orland Benson joining) agree to, and hereby withdraws the answer and cross-petition of said Elizabeth E. Benson from the files of said cause, and consent that plaintiff may withdraw his reply thereto also from the files. and said defendants make no defense to the claim of plaintiff.

And the plaintiff consents and agree to take his order only for the amount stated in the final settlement of Rebecca J. Hicks (to-wit, \$2255.10) made in her settlement filed in the Probate Court of Union County, as Administratrix of Edward Hicks deceased, and the plaintiff agrees to pay one half of the costs made herein, and the said Elizabeth E. Benson agree to pay one half of said costs.

And plaintiff further agrees to claim no interest on the \$2255.10 from to this day, but foregoes the same from date of said settlement with said Probate Court &c.

In witness whereof our hands this 30<sup>th</sup> day of September, 1896.

Lincoln Lybarger  
Elizabeth E. Benson  
Orland Benson.

Entry  
7039

On the 1st day of October A.D. 1896, the following Entry  
was filed in the Clerk's office, to-wit:

|                     |    |                        |  |                                               |
|---------------------|----|------------------------|--|-----------------------------------------------|
| Lincoln B. Lybarger | vs | Rebecca J. Hicks et al |  | Court of Common Pleas,<br>Union County, Ohio. |
|---------------------|----|------------------------|--|-----------------------------------------------|

This day came the answering defendant Elizabeth C. Hanson and by leave of the Court withdraws her Answer and Cross petition heretofore filed by her in this cause on August 22nd 1896, and thereupon the plaintiff by a like leave of the Court withdraws from the record his reply to said answer.

And thereupon this cause came on further to be heard upon the petition of the plaintiff, and the evidence adduced by him;

And the Court being fully advised in the premises find the allegations of the petition to be true, and that there is due the plaintiff by reason of the premises the sum of Twenty Two Hundred and Fifty Five  $\$2255.00$  Dollars, and that the same is a valid mortgage lien upon the real estate described in plaintiff's petition, and that plaintiff is entitled to have the same foreclosed.

It is therefore considered and decreed by the Court that unless said sum of  $\$2255.10$  with interest from October 1st 1896, be paid to plaintiff and the costs of this action paid to the Clerk of this Court by the 3rd day of October, 1896, the said premises shall be sold, and an order of sale shall issue therefor to the Sheriff of this County commanding him to appraise, advertise and sell said premises as upon Execution, and bring the proceeds into Court, subject to its further order in the premises.

Order  
of  
Sale

On the 3rd day of October A.D. 1896, the following Order of Sale was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss.  
To the Sheriff of said County - Greeting;

Whereas at a Court of Common Pleas, holden at the Court House in Graysville, in said County of Union, on the 1st day of October, 1896, Lincoln Lybarger obtained a judgment and decree against Rebecca J. Hicks et al. for the sum of Twenty Two Hundred and Fifty Five  $\$2255.00$  Dollars and Eighteen  $\$18.00$  Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Rebecca J. Hicks et al within three days from the 1st day of October A.D. 1896, pay unto the said Lincoln Lybarger the said sum of Twenty Two Hundred and Fifty Five  $\$2255.00$  Dollars, with interest from the 1st day of October, 1896, and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, Commanding him to proceed according to the statute regulating judgments to

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and Executions at law, to sell the real Estate described in the plaintiffs petition, &c.

And whereas, the three days aforesaid have fully expired, and the said sum of Twenty Two Hundred and Fifty Five & 1/100 Dollars and costs aforesaid, have not been paid, or any part thereof, as appears of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and Executions at law, the following lands and tenements, situate in said County of Union, and State of Ohio, and in the Township of York, and in Survey No. 3235, and bounded and described as follows:

Beginning at a stake in the east land line of John Hoppers, and in the center of the road leading from West Mansfield to York Center: Thence South, 91 1/4° W. 154 poles to a stake in the east line of J. R. Skidmores land: Thence S. 79 3/4° E. 83 1/4 poles to a stone: Thence N. 9 1/4° E. 154 poles to a stone in the center of said road; Thence N. 79 3/4° W. 83 1/4 poles with said road to the place of beginning, containing Eighty Aers.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described Real Estate, under the statute regulating Sales on Execution and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 5<sup>th</sup> day of October A.D. 1896.

J. V. Gosnell Clerk  
By J. W. A. Gosnell Deputy.

*Seal*

Sherriff's Return.

| Sherriff's Return.   |   | \$ | cts |
|----------------------|---|----|-----|
| Sherriff's Fees      |   |    |     |
| Service              |   | 25 |     |
| Levy                 |   | 25 |     |
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| Swearing "           |   | 25 |     |
| Conveying "          | 1 | 00 |     |
| Writing Appraisal    |   | 25 |     |
| Copy of "            |   | 25 |     |
| Notice to Printer    |   | 25 |     |
| Affidavit of "       |   | 25 |     |
| Mileage              | 2 | 72 |     |
| Return               |   | 25 |     |
| Total                |   | 6  | 92  |
| Appraisers Fees      |   | 6  | 00  |
| Printers "           |   | 12 | 00  |

The State of Ohio, Union County, ss.  
In obedience to the Command of the Order of Sale hereto annexed, I did on the 6<sup>th</sup> day of October, 1896, summon P. H. Smith, John R. Taylor and S. S. Patton three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterward, on the 6<sup>th</sup> day of October, A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did upon actual view of the premises, estimate and appraise the real value in money of the same at \$2240<sup>00</sup>.  
A certified copy of said appraisal I

forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 7th day of October, 1896, I caused to be advertised in the Marysville Tribune, (a newspaper printed and published, and of general circulation in Union County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 7th day of November A.D. 1896, at one o'clock P. M. of said day.

And having advertised the said lands and tenements for more than 30 days previous to the day of sale, to-wit, 5 consecutive weeks, and in pursuance to said notice, I did on said 7th day of November A.D. 1896, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Lincoln Lybarger who bid for the same the sum of \$1600.00, and said sum being over two-thirds of the appraised value thereof, and said Lincoln Lybarger being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for said sum of sixteen hundred dollars.

Wm. Snodgrass Sheriff

Sheriff's Sale

7039

Porter & Porter Attorneys.  
Lincoln Lybarger vs Rebecca Hicks et al  
Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, November 7, 1896, at or about the hour of 1 o'clock P. M. on said day the following described real estate to-wit:

Situate in the County of Union and state of Ohio, in the township of York and in survey No. 3235 and bounded and described as follows:

Beginning at a stake in the east land line of John Horner's land in the center of the road leading from West Mansfield to York Center; thence South 9 1/4° W. 154 poles to a stake in the east line of J. R. Skidmore's land; thence S. 79 3/4° E. 83 7/10 poles to a stone; thence N. 9 1/4° E. 16 1/4 poles to a stone in the center of said road; thence N. 79 3/4° W. 83 7/10 poles with said road to the place of beginning, containing 80 acres.

Appraised at \$28 per acre.

Terms of sale Cash.

Wm. Snodgrass, Sheriff  
Union County  
Ohio.

October 7, 1896.

Affidavit of Printer

The State Copy of rolls in circulation beginning

of November

Printer

was filed

Entry 7039

Lincoln vs Rebecca J. Hicks

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Affidavit  
of  
Printer

The State of Ohio, Union County, ss:

The undersigned being duly sworn, says that a copy of the annexed Notice was published for 5 consecutive weeks in "The Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with October 7, 1896.

Sworn to and subscribed before me, this 6<sup>th</sup> day of November, 1896.

W. C. Shearer.

J. M. Gosnell Clerk

Printers Fee, \$1.25<sup>00</sup>

On the 16<sup>th</sup> day of November A.D. 1896, the following Entry was filed in the Clerk's office to-wit:

Entry  
7039

Lincoln, Lybarger

Court of Common Pleas

Union County, Ohio.

vs  
Rebecca J. Hicks et al

On Motion of the plaintiff, and on producing the return of the Sheriff of the sale made by him under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff, being satisfied that said sale, has been made in all respects in conformity to law, and the order of this Court, it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed.

And it is ordered that the said Sheriff convey to the purchaser Lincoln, Lybarger by deed in fee simple the lands and tenements so sold; and a writ of possession is hereby awarded to put said purchaser in possession of said premises.

And it is further ordered that the Sheriff out of the money in his hands pay:

First: the costs of this Action. To-wit:

Second: the amount due plaintiff with interest to-wit, the sum of \$

And the Court finding that after paying the costs, and the plaintiff his claim, that there is nothing left in his hands for further distribution.

Attest,

J. M. Gosnell,  
Clerk.

Please continued and held at the Court House in Mansfield, within and for the County of Union, in the 14th Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit: on the 17th day of September in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 14th day of August A.D. 1896, Levi Bechtel filed in the Clerk's Office of said Court of Common Pleas, the following petition against James A. Spicer, to-wit:

Petition  
6947

Levi Bechtel  
vs  
James A. Spicer  
Court of Common Pleas,  
Union County, Ohio.

The plaintiff says, that the said defendant heretofore and on this 14th day of August 1896, at the County of Union and State of Ohio, with force and arms made an assault on the plaintiff, and then and there unlawfully beat, bruised, wounded and ill-treated the plaintiff to the damage of the plaintiff of One Thousand Dollars for which sum plaintiff asks judgment against the defendant.

H. T. Hooper and  
J. L. Cameron Attys. for Plf.

The State of Ohio, Union County, ss:

Levi Bechtel being sworn says the facts stated in the foregoing petition are true as he believes.

Levi A. Bechtel

Sworn to before me and signed in my presence this 14th day of August, 1896.

J. N. Gosnell Clerk

Summons

On the 14th day of August A.D. 1896, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County.

To the Sheriff of Union County:

You are hereby commanded to notify James Spicer that he has been sued by Levi Bechtel in the Court of Common Pleas of Union County, and must answer by the 14th day of September A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 26th day of August A.D. 1896.

Witness my hand and the seal of said Court, this 14th day of August A.D. 1896.

The State of Ohio, Union County.

J. N. Gosnell Clerk

Sheriff's Return

|                 |    |     |
|-----------------|----|-----|
| Sherriff's Fees | 8  | cts |
| Levi's Return   | 50 |     |
| Mileage         | 2  | 56  |
| Copy            | 15 |     |
| Total           | 3  | 21  |

Received this writ August 14th 1896, at 4 o'clock P.M. and served same by delivering a true copy of this writ with the indorsements thereon to James Spicer personally on the 16th day of August, 1896.

Wm. Snodgrass Sheriff.

Affidavit  
6947

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Levi Bechtel  
vs  
James A. Spicer

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Attachment

On  
Sherriff  
The State  
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Levi Bechtel  
vs  
James A. Spicer

6947

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August 14th  
of August

Affidavit  
6947

On the 14<sup>th</sup> day of August A.D. 1895, the following Affidavit was filed by the Clerk of this Court, to-wit:

Levi Bechtel  
vs  
James A. Spicer

Court of Common Pleas  
Union County, Ohio.

The State of Ohio, Union County, ss:  
Levi Bechtel the plaintiff herein makes oath that he has commenced an action against the said James A. Spicer defendant to recover the sum of One Thousand Dollars criminally contracted to the said plaintiff by said defendant as damages assault and battery committed upon the person of the said Levi Bechtel plaintiff in the manner and form as charged in his petition.

The affiant says that the claim is just, and that there is now justly due to the said Levi Bechtel as damages which he has sustained by reason of said assault and battery from said defendant, the said sum of One Thousand Dollars, which he ought to have and recover from said defendant.

Affiant further says that defendant is an unmarried man not the head of a family and that the property sought to be taken in attachment in this case is not the personal earnings of said defendant and is not exempt from execution, and that the said defendant criminally contracted said debt, and incurred the said obligation. And further said not.

Levi Bechtel  
Sworn to before me and signed in my presence this 14<sup>th</sup> day of August, 1895.  
J. H. Gosnell Clerk

Attachment  
6947

On the 14<sup>th</sup> day of August A.D. 1895, the following Attachment was issued, to-wit:

The State of Ohio, }  
Union County, ss. }

Levi Bechtel }  
vs }  
James Spicer }

To the Sheriff of  
Union County, Ohio.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks and interest in stocks, rights, credits, money and effects of the defendant James Spicer not exempt by law from being applied to the payment of the claims of the plaintiff Levi Bechtel or so much thereof as will satisfy his claim for One Thousand Dollars, and also for Fifty Dollars the probable cost of this action.

You will make due return of this order on the 26<sup>th</sup> day of August A. D. 1895.  
Witness my hand and the seal of said Court, this 14<sup>th</sup> day of August A.D. 1895.  
J. H. Gosnell Clerk

| Item                  | Amount | Unit |
|-----------------------|--------|------|
| Sheriff's Fee         |        | \$   |
| Service               | 25     | cts  |
| Copies                | 25     | cts  |
| Mileage               | 3 12   |      |
| Sum. Apprs            | 1 20   |      |
| Swear                 | 25     | cts  |
| Inventories Appraisal | 25     | cts  |
| Return                | 25     | cts  |
| Notice in Law         | 25     | cts  |
| Cartage               | 1 00   |      |
| Care of Property      | 2 00   |      |
| Total                 | 8 82   |      |
| Appraisers Fee        | 3 00   |      |

Office, Sheriff, Union County, Ohio.

August 14<sup>th</sup> A.D. 1895.

Received this order on the 14<sup>th</sup> day of August A.D. 1895, and in obedience to the command thereof, I did on the 15<sup>th</sup> day of August A.D. 1895, in the presence of H. S. Colver and J. D. Cox two freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return: and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

Schedule "A."

We, Wm. Swograss Sheriff of Union County, and Horace E. Colver and J. D. Cox two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of James Spicer and hereinafter described as follows, viz:

- One bay horse 8 years old appraised at \$25.00
- One top buggy, top new \$25.00
- One set of harness \$7.00

Also on the following described Real Estate situated in York Township Union County, Ohio, described as follows:

Beginning at two iron monuments and a bush, south westerly corner to Survey No. 12542 Northwesterly corner to survey No. 11346; Thence N. 78° E. 79 poles to a Bur oak and Elm; Thence S. 5 1/2° W. 109 poles to a stake; Thence N. 82° W. 90 poles to a stake; Thence N. 16 1/4° E. 84 poles to the beginning containing fifty (50) acres being part of survey No. 11346.

The attachment is on the undivided interest of James Spicer in the above described real estate.

Given under our hands this 15<sup>th</sup> day of August A.D. 1895.

Wm. Swograss Sheriff  
H. S. Colver  
J. D. Cox

Answer and Cross Petition 6947

On the 15<sup>th</sup> day of September A.D. 1896 the following Answer and Cross Petition was filed, to-wit:

Leri Bechtel vs James A. Spicer  
Court of Common Pleas Union County, Ohio.

The said defendant James A. Spicer for Answer denies each and every allegation in plaintiffs petition.

The said defendant further answering says that at the time and place mentioned in said petition

The said plaintiff made a willful unprovoked and

malicious a deadly edly strike of defende dant an violence had been in self d or force from gre

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On the filed by Leri Bechtel vs James A. Spicer

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malicious and unlawful assault upon defendant and with a deadly weapon to-wit: a long club did cruelly and wickedly strike defendant with great force to the great injury of defendant and with the intent to maim or kill defendant and threatened to kill defendant and that the only violence used by defendant upon plaintiff was after he had been thus accosted and beat by plaintiff and was wholly in self defense and to protect himself and no greater violence or force was used than was necessary to protect defendant from great bodily harm by plaintiff.

Third: The said defendant further says by way of counter claim that on the 12<sup>th</sup> day of August 1895, at the time and place named in plaintiffs Petition, to-wit: Union County, the said plaintiff unlawfully and cruelly beat, bruised and assaulted and injured said defendant and thereby injured and damaged said defendant in the sum of One Thousand Dollars.

Therefore defendant asks for a judgment against Plaintiff for the sum of One Thousand Dollars and that he go hence without cost as to plaintiffs claim for damages.

H. V. Spicer  
Robinson & Workman  
Atty for Defendant

The State of Ohio, Union County, ss.

James A. Spicer being first duly sworn says, the statements of the foregoing answer are true.

J. A. Spicer  
sworn to before and signed in my presence by  
James A. Spicer this 15<sup>th</sup> day of Sept. 1896.

J. N. Gosnell Clerk  
By J. W. A. Gosnell Deputy

On the 15<sup>th</sup> day of September A. D. 1896, the following Reply was filed by the Clerk of this Court, to-wit:

Reply  
6947

Levi Bechtel  
vs  
James A. Spicer

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff and for his reply to the answer and Cross-petition of the defendant says:

He denies that he made any assault upon the defendant and denies that he struck or injured him in any manner and denies that at the time of defendant's assault upon him, he, the plaintiff had any club, or weapon of any kind, and denies that he in any manner threatened the defendant with violence of any kind, and denies each and every allegation and averment in the said answer and cross petition, not herein or in the petition admitted.

Therefore the plaintiff prays, as he has already prayed in his petition.

W. J. Hooper Ed  
Cameron & Cameron Atty for Plff.

The State of Ohio Union County, ss,  
Levi Bechtel being first duly sworn says, the facts stated and allegations made in his foregoing Reply are true as he verily believes.

L. H. Bechtel

Sworn to before me and signed in my presence this 15<sup>th</sup> day of Sept. 1896.

J. H. Gosnell Clerk of Court.

On the 15<sup>th</sup> day of September A.D. 1896, the following Entry was filed to-wit:

Entry 6947

Levi Bechtel vs James A. Spier  
Court of Common Pleas  
Union County, Ohio.

This day came the parties herein by their attorneys; also came the following named persons as jurors, to-wit:  
(1) George Stephens, (4) William T. Marsh, (7) David A. Huntington, (10) Joseph Powell,  
(2) L. R. King, (5) D. H. Anderson, (8) B. F. Bunn, (11) R. E. Stimmel  
(3) George Burns, (6) Albert Bonnett, (9) William H. Cartmell, (12) Ray G. Morse.  
Who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and the evidence; and the said jury having heard the evidence adduced in part, the hour for adjournment having arrived, this case was continued until 8<sup>30</sup> O'clock tomorrow morning.

On the 16<sup>th</sup> day of September A.D. 1896, the following Entry was filed to-wit:

Entry 6947

Levi Bechtel vs James A. Spier  
Court of Common Pleas,  
Union County, Ohio.

This day again came the parties by their attorneys; also came the jury heretofore impaneled and sworn herein; and the trial proceeded, and the said jury having heard the evidence adduced in part, the hour of adjournment having arrived, this case was continued until 8<sup>30</sup> O'clock tomorrow morning.

On the 17<sup>th</sup> day of September A.D. 1896, the following Entry was filed to-wit:

Entry 6947

Levi Bechtel vs James A. Spier  
Court of Common Pleas  
Union County, Ohio.

This day again came the parties by their attorneys; also came the said jury heretofore impaneled and sworn herein, the trial proceeded, and after hearing the remaining evidence adduced, the hour for adjournment having arrived, this case was continued until 8<sup>30</sup> O'clock tomorrow morning.

Entry 6947

Entry vs  
Levi Bechtel vs James A. Spier

Verdict 6947

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Entry 6947

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On the 18<sup>th</sup> day of September A.D. 1896, the following  
 Entry was filed, to-wit:  
 Entry Levi Bechtel | Court of Common Pleas  
 6947 vs | Union County, Ohio.  
 James A. Spicer

This day again came the parties herein, by their attorneys; also came the said jury heretofore impaneled and sworn herein, and the trial proceeded, after hearing the arguments of counsel, and charge of the Court, the jury retired to their room, in charge of the Sheriff for deliberation.

On the 19<sup>th</sup> day of September A.D. 1896, the following  
 Entry was filed, to-wit:  
 Verdict Levi Bechtel | Court of Common Pleas  
 6947 vs | Union County, Ohio.  
 James A. Spicer

This day again came the parties herein, by their attorneys; also came the following named persons as jurors to-wit: George Stephens, J. R. King, George Burns, William F. Blanch, D. A. Henderson, Albert Bennett, David A. Herington, B. F. Beene, William M. Bartmull, Joseph Powell, R. L. Stimmond and Ray H. Morse; who were duly impaneled and sworn according to Law.

And now comes said jury into open Court with their Verdict in writing, signed by their foreman, and say: We, the jury, being duly impaneled, sworn and affirmed, find the issue in this case in favor of the plaintiff, and assess the amount due the plaintiff from the defendant at the sum of Twenty Five Dollars.  
 Dated Sept: 19<sup>th</sup> 1896. D. A. Henderson Foreman.

On the 23<sup>rd</sup> day of September A.D. 1896, the following  
 Entry was filed to-wit:  
 Entry Levi Bechtel | Court of Common Pleas  
 6947 vs | Union County, Ohio.  
 James A. Spicer

The jury in this action having on a former day of this term rendered a verdict for the plaintiff, and assessed his damages at \$25<sup>00</sup>, and on motion for a new trial having been made;

It is therefore considered by the Court that the said plaintiff recover the said defendant the said sum of Twenty Five Dollars together with his costs herein expended; and on motion of the said plaintiff, it is ordered that the Sheriff proceed as upon execution, to advertise and sell the personal and real estate heretofore attached in this action and now in his hands remaining, or so much thereof as will satisfy the judgment and costs aforesaid, and that he report his proceedings to this Court for confirmation.  
 Robinson & Robinson

Attest,  
 J. M. Gosnell  
 Clerk.

Pleas continued and held at the Court House in Graysville, within and for the County of Union, in the 1<sup>st</sup> Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Preil, Judge of said Court, of the Term of September, to-wit: on the 7<sup>th</sup> day of September, in the year of our Lord One thousand Eight hundred and Ninety six.

Be it remembered that hereupon to-wit, on the 25<sup>th</sup> day of April A.D. 1896, a Transcript was filed in the Clerk's Office from W.M. Kinget's Docket, a J.P. of Paris Township, Union Co., to-wit: Adah Zigler vs Zachariah McElroy Before W.M. Kinget J.P. of Paris Township, Union County, Ohio.

Transcript

April 13<sup>th</sup> 1896. Adah Zigler an unmarried woman, and resident of Allen Township, in the County of Union, State of Ohio, this day made complaint under oath to me as follows:

That she is an unmarried woman resident of Allen Township in Union County, and that on the 17<sup>th</sup> day of January 1896, she was delivered of a bastard child and that Zachariah McElroy is the father of said child.

Same day since a Warrant which is as follows: The State of Ohio } Paris Township. Union County, ss: }

Warrant

To any Sheriff or Constable of said State: Greeting: Whereas, Adah Zigler an unmarried woman resident of the County of Union Ohio this day made complaint in writing under oath before me the undersigned, a Justice of the Peace within and for the Township of Paris in said County, that on the 17<sup>th</sup> day of January 1896, she was delivered of a bastard child and that Zachariah McElroy is the father of said child.

You are therefore commanded to pursue and arrest the said Zachariah McElroy in any County in this State and bring him forthwith before me to answer said complaint and for so doing this shall be your warrant.

Given under my hand this 13<sup>th</sup> day of April, A.D. 1896. W.M. Kinget J.P.

April 13<sup>th</sup> 1896.

Delivered said Warrant to the Sheriff of Union County. Same day Warrant returned with the following endorsements thereon.

I have the body of the within named Zachariah McElroy now in Court. Union & Put. 50 Bailage \$1.92, Cyrenyana 50, Total \$2.92. W. L. Snodgrass Sheriff.

On motion of defendant and consent of the plaintiff this cause was continued to April 21<sup>st</sup> 1896, at 9 O'clock A.M. Thereupon ordered by me that the accused enter into a recognizance in the sum of Three hundred Dollars for his appearance before me at that time.

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The into rec... The State... 21<sup>st</sup> day... a Justic... and J. C... adw... of four... The... for the... for said... continue of... complaint... as being... of the... to be and

Tan... of said... J. P. F... Trans. on... index 90, ... same 20... Sheriff... \$1.92, Corve... The State... I... from my... at my

The said Zachariah W. Elroy with J. W. W. Elroy entered into recognizance accordingly.

April 21<sup>st</sup> 1896, 9 O'clock A. M.

The defendant appeared, complainant also present, who was duly sworn and examined by me in presence of the accused, and the questions and her answers reduced to writing and read to and subscribed by her and filed, answer established her complaint above set forth.

Therefore ordered by me that the accused enter into a recognizance in the sum of Four Hundred Dollars for his appearance at the next term of the Court of Common Pleas of Union County, to answer said Complaint, and abide the order of the Court thereon.

The said Zachariah W. Elroy and J. W. W. Elroy entered into recognizance accordingly, as follows:

The State of Ohio, Union County, ss:

Be it remembered that on the 21<sup>st</sup> day of April, 1896, personally appeared before me W. W. Kinget a Justice of the Peace in and for said County, Zachariah W. Elroy and J. W. W. Elroy and jointly and severally acknowledged themselves to owe and be indebted to the state of Ohio, in the sum of Four Hundred Dollars, upon this condition:

That said Zachariah W. Elroy shall be and appear before the Court of Common Pleas next to be holden in and for said County of Union on the first day of the term thereof, continue from day to day and then and there to answer to a complaint of Adah Yigler against the said Zachariah W. Elroy as being the father of her bastard child and abide the order of the Court thereon then this recognizance to be void, otherwise to be and remain in full force.

Zach W. Elroy  
J. W. W. Elroy

Taken and acknowledged before me the day and year aforesaid and surely approved.

W. W. Kinget Justice of the Peace.

J. P. Fees = Filing 5 papers 25; Swear Wit. 5 Contin 20 Jdgt 40. Trans. on Doc. 15; Affid. 40, Warrant 40, 2 Bonds 80, sitting in trial \$1.00 Doc. & index 90, Taking & certifying examination \$1.00 Transcript \$1.49 certifying same 25; Total \$7.24

Sheriff, Snyderas fees on Warrant = Service & return 50, Mileage \$1.92, Conveyance 50, Attendance 2 days \$2.50, Total \$4.92

The State of Ohio, Union County, Paris Township, ss:

I do hereby certify that the above is a full and true copy from my docket, of the proceedings had by and before me, at my office in said Township in the above action.

W. W. Kinget J. P.  
of the above Township.

Entry  
7103

On the 17<sup>th</sup> day of September A.D. 1896, the following entry was filed, to-wit:  
Ada Zigler  
Court of Common Pleas,  
Union County, Ohio.

J. H. McElroy

The defendant coming into Court for plea to the charge made against him in this action saith that he is not guilty, and the Court order the issue to be tried by a jury.

Entry  
7108

On the 22<sup>nd</sup> day of September A.D. 1896, the following entry was filed to-wit:  
Ada Zigler  
Court of Common Pleas  
Union County, Ohio.

J. H. McElroy

This day came the parties herein, by their Attorneys; also came the following named persons as jurors, to-wit:

- 1<sup>st</sup>, George Stevens, 5<sup>th</sup>, William F. Marsh, 9<sup>th</sup>, Wm L. Cartmell,
- 2<sup>nd</sup>, J. R. King, 6<sup>th</sup>, D. O. Henderson, 10<sup>th</sup>, Joseph Powell
- 3<sup>rd</sup>, George Burns, 7<sup>th</sup>, Albert Bennett, 11<sup>th</sup>, J. D. Ford,
- 4<sup>th</sup>, R. L. Stimml, 8<sup>th</sup>, B. F. Beem, 12<sup>th</sup>, Peter Schuster.

Who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence,

And after hearing the evidence, argument and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now come the said jury into open Court with their verdict in writing, signed by their foreman and say:

Verdict

That the jury in this case, find the defendant J. H. McElroy guilty, in manner and form as he stands charged in the Complaint.

D. A. Henderson Foreman.

Entry  
7103

On the 16<sup>th</sup> day of November A.D. 1896, the following entry was filed, to-wit:  
Ada Zigler  
Court of Common Pleas  
Union County, Ohio.

J. H. McElroy

The defendant J. H. McElroy having been found guilty as charged in this case, he is now therefore adjudged by the Court to be the reputed father of the said child; and it is ordered that he stand charged with the maintenance thereof in the sum of Two Hundred and Fifty (250) Dollars and that he pay said sum: \$75<sup>00</sup> in 30 days \$75<sup>00</sup> in 6 months and \$100.00 in one year with interest at 6% and also that he pay the costs of this proceeding for all of which execution is awarded.

It is further ordered that the said defendant give security to the acceptance of this Court for the payment

of this security, their names of

Manyville, Ohio District Court the amount to-wit: on the and eight

March A.D. said Court and Ohio Samuel R.

Petition  
6885

The Toledo & Ohio Rail Road Co.

lot in the horse-shoem said lot for width of the deed record County, Ohio

on the afternoon horses that the to street and that the saw shop, to-wit; the operation his coostom away from remove from property a inus as

building

of this order and in default of such payment or security, that he be committed to the jail of the County therein to remain until he shall comply with the requirements of Court.

Attest,

J. M. Gosnell

Clerk.

Continued to Page 566.

Please continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Priel, Judge of said Court, of the Term of January, to-wit: on the 13<sup>th</sup> day of January in the year of our Lord One Thousand and Eight Hundred and Ninety Six.

Be it remembered that heretofore to-wit, on the 1<sup>st</sup> day of March A.D. 1896, Samuel R. Burger filed in the Clerk's office of the said Court of Common Pleas, the following Petition against The Toledo and Ohio Central Rail Road Company, to-wit:

Petition  
6885

Samuel R. Burger vs  
The Toledo and Ohio Central Rail Road Company. Court of Common Pleas Union County, Ohio.

Plaintiff says that he was and is yet the owner of a lot in the Village of Marysville, Ohio, on which he had a blacksmith and horse-shoeing shop, that shoeing horses was his principal business, that said lot fronted east on North Main Street in Marysville, Ohio, to the width of thirty feet and extended west four rods as described by the deed recorded in Book Vol. No. 54, page 573, in the records of Union County, Ohio.

Plaintiff says that he was occupying his shop situated on the aforesaid lot in 1893, and carrying on the business of shoeing horses, which was his principal business, and he further says that the Toledo and Ohio Central Rail Road Company did build, construct and operate and still continue to operate their said road, that the said rail road was constructed in 1893, or near to plaintiff's shop, to-wit: within forty feet of the front door of said shop, that the operation of said rail road plaintiff was so annoyed and that his custom and patronage as horse shoe and blacksmith was driven away from him, and that he was compelled to vacate and remove from said shop, and that he was obliged to purchase other property at a great cost for the purpose of carrying on his business as horse shoe and blacksmith.

Now, therefore, plaintiff says that defendants by the building of their rail road and switches, and their continuous

use of said road and switches in passing and re-passing of trains and switching of cars or near to his said shop, that he was compelled to vacate the same by the acts and doings of the said defendants aforesaid.

Therefore, plaintiff says that by the acts of defendants in depriving him of the use of his property hereinbefore described he is damaged by defendants in the sum of One thousand Dollars for which he prays judgment against said defendants with costs of this action.

Further the plaintiff saith not.

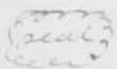
Thomas Rued  
Attorney for Plaintiff

Samuel R. Burger, being first duly sworn, says that the facts and allegations in the foregoing petition are true as he verily believes.

Samuel R. Burger

Sworn to and signed in my presence this 1<sup>st</sup> day of March, A.D. 1895.

J. N. Kosnell Clerk  
By J. A. Kosnell Deputy



Summons.

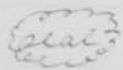
On the 1<sup>st</sup> day of March A.D. 1895, the following Summons was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County.  
To the Sheriff of Union County:

You are hereby commanded to notify the Toledo and Ohio Central Rail Road Company that they have been sued by Samuel R. Burger in the Court of Common Pleas of Union County, and must answer by the 30<sup>th</sup> day of March A.D. 1895, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 11<sup>th</sup> day of March, A.D. 1895.

Witness my hand and the seal of said Court, this 1<sup>st</sup> day of March A.D. 1895.



J. N. Kosnell Clerk  
By J. A. Kosnell Deputy

Sheriff's Return.

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| Sheriff's Fee    | etc |
| Service & Return | 50  |
| Mileage          | 32  |
| Copy             | 15  |
| Total            | 97  |

The State of Ohio, Union County.  
Received this writ March 2<sup>nd</sup> A.D. 1895, at 9 O'clock A.M. and served same by delivering a true copy of this writ with the indorsements thereon to Gambel Shields who is agent for the Toledo & Ohio Central Rail Road Company, the President of said road does not live in this County, and the said road has no general office in this County.  
J. A. Kosnell Sheriff.

Motion by defendant 6885

On the 6<sup>th</sup> day of April A.D. 1895, the following Motion was filed, to-wit:  
Samuel R. Burger vs The Toledo & Ohio Central R.R. Co.

The defendant moves the Court to order the plaintiff

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An amended  
Petition  
6885  
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Samuel R. B.  
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The Toledo & Ohio  
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to make his petition more definite and certain in the respects following: 1. That the plaintiff claims the defendant has damaged his property or his business; 2. That the plaintiff seeks and asks damages for injury to his property or to his business. 3. That he states how the defendant has injured his property or his business, and how did it affect the plaintiff's property or business and if he claims for both that he state the same by separate causes of action.

Robinson & Goodburn  
Attorneys for Defendant.

Amended  
Petition

On the 10<sup>th</sup> day of July A.D. 1895, The following Amended Petition was filed by the Clerk of this Court, to-wit:

Samuel R. Burger vs The Toledo & Ohio Central Rail Road Company.  
County of Common Pleas,  
Union County, Ohio.

6885

Plaintiff says that he was and now is the owner of a certain lot situated on North Main Street in the Village of Mansfield, Ohio.

Said lot fronts 30 ft. on said Street and extends back west as described in his deed recorded in book, Vol. 54, page 573 in the records of Union County, Ohio.

He says that he had on said lot a blacksmith and horse shoeing shop, that horse shoeing was his principal business.

He further says for his cause of action that the defendant, an incorporated Rail Road Company doing business in the state of Ohio, did in the year 1893 build their rail road in and through the County of Union and the Village of Mansfield, Ohio, and within forty feet of the corner of plaintiff's shop aforesaid, and that the defendant did tear down his hitching post to which his customers were wont to hitch their loads when they came to his shop for the purpose of having their horses shod, to his damage as hereinafter stated.

He says that the defendant did unlawfully and maliciously obstruct the street in front of his said shop, that said street is a lawful highway and has been for more than twenty-five years,

that defendant did obstruct the said street, as heretofore stated, by placing a large number of obstructions in the said street, to-wit: one alarm box three feet square and eight feet high, connected thereon a great electric bell or gong which makes a loud and shrilling noise and intended to scare horses and other animals.

The said box and bell is placed fifteen feet in the street from the west edge of the said street.

Also a great post about twelve feet high and standing 16 ft. 9 in. in the street with board on the top marked "Danger Sign." When the bell rings said bell or gong does ring making

a loud noise when each train approaches the said North Main Street in front of plaintiff's shop.

Plaintiff says that defendants have further damaged him by obstructing the street in front of his said shop by putting up two large posts on the east side of the street in front of his shop - one about 12 ft. high with great cross boards or bars at the top standing 16 ft. 9 in. in the street from the east side of said street another great post and board standing about the same distance in the street.

The plaintiff further says that the said defendants, The Toledo and Ohio Central Rail Road Company, have left the street in bad condition at the crossing in front of his said shop by leaving 16 ft. and 9 in. on west side and 24 ft. on the east side impassible for horses and vehicles.

And plaintiff further says that he was compelled by the acts and doings of said defendants to vacate and remove from said shop and to purchase property elsewhere for the purpose of carrying on his business of shoeing horses which was his principal business.

That the defendants failed to put said street in a good condition they found it at the time they constructed this said rail road in 1893.

Plaintiff says for his first cause of action that he was damaged in the sum of \$500.00 by the hereinbefore act of said defendants in obstructing the street as hereinbefore stated, that he was deprived of the untrammelled use of the street in front of his said shop and thereby his custom was driven away from him and that he was compelled to vacate and remove from said shop and to purchase property at a great cost for the purpose of carrying on his business.

That for his second cause of action that by the acts of the defendants aforesaid his property hereinbefore described has depreciated in value in the sum of \$500.00.

That he is damaged in the sum total of One Thousand Dollars (\$1000.00) by the acts and doings of the defendants aforesaid, The Toledo & Ohio Central Railroad Company, for which he prays judgment for One Thousand Dollars cost of this action.

Further the plaintiff saith not.

Thomas Reed, Atty. for Plf.

Samuel R. Burger being first duly sworn says that the facts and allegations set forth in the foregoing petition are true as he verily believes.

Samuel R. Burger

Sworn to by Samuel Burger before me, and signed in my presence this 10<sup>th</sup> day of July A. D. 1895.

*(Signature)*

J. N. Gosnell Clerk

Amended Answer  
6885

On Answer  
Samuel R. Burger  
vs  
The Toledo & Ohio  
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Amended Answer was filed, to-wit:  
 Samuel R. Burger  
 6885  
 vs  
 The Toledo & Ohio Central Rail Road Company.

Court of Common Pleas  
 Union County, Ohio.

The said defendant admits that it is an incorporated company as alleged in said petition and that it constructed the Toledo & Ohio Central Rail Road through Marysville and near plain-tiffs premises as alleged in said petition and that said company caused said alarm bell to be placed on the edge of Main Street and caused said danger sign to be placed on the edge of the street and caused said boards to be placed on the edge of said street with a printed "Rail Crossing" to be placed thereon all of which was done for the protection of the people crossing said Rail Road upon Main Street; but defendant denies all the other allegations of said amended petition.

The defendant further answering says that the legal authority of the Council of said village was obtained by said defendant to construct said Rail Road and place said danger signals on the edge of said village street and place the side tracks on the said street and they did not interfere with plain-tiffs rights or the rights of the public but all are for the safety and benefit of the public and no complaint was made to defendant by said Council for the same, and therefore defendant asks that they may go hence and recover its costs herein according to law.

Robinson & Woodburn  
 Attys for Deft.

The State of Ohio, Union County, ss:

J. W. Robinson being duly sworn deposes and says he is one of the attorneys of the defendant in this behalf and the allegations of the foregoing answer are as he believes true in substance.

Sworn to before me and signed in my presence  
 this 20th day of September, 1895.

J. W. Gosnell Clerk

On the 23rd day of September A. D. 1895, the following Reply was filed with the Clerk of this Court, to-wit:  
 Samuel R. Burger  
 6885  
 vs  
 T. Ed. C. & R. R. Co.

Court of Common Pleas  
 Union County, Ohio.

The plaintiff for reply to the answer herein filed says that he denies that the alarm bell, danger sign, boards and posts were placed on the edge of main street as alleged in said answer and reaffirms the allegations in respect thereto contained in his petition.

Plaintiff further says that he admits that the consent of

The Council of Mansfield was given to defendant to construct one track on and across said street as alleged in said answer or far as to Respect's Will, but denies that it was obtained any consent or authority from said Council to construct either of said other two tracks mentioned in said answer, and plaintiff denies that he ever in any way consented to the erection of any of said tracks or other obstructions on said street.

Plaintiff for further reply says that, in the construction and operation of the said Toledo & Ohio Central Railroad, and its appraised appurtenances and the use to which the same are applied, to-wit: The running of numerous trains daily and the constant switching of cars and locomotives on said side tracks and the ringing of bells and blowing of whistles, the said defendant did interfere with plaintiff's rights and did deprive him of the value and use of his property as alleged in said plaintiff's petition.

Plaintiff therefore prays judgment as in his petition.

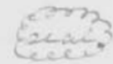
Thomas Reed and  
C. R. Eastman Atty for Plf.

The State of Ohio, Union County, ss:

Samuel R. Berger plaintiff, being duly sworn, on oath says that the allegations contained in the foregoing reply are true as he truly believes.

Samuel R. Berger.

Sworn to before me and signed in my presence this 23<sup>rd</sup> day of September A. D. 1895.



J. N. Larnell  
Clerk of Court

On the 24<sup>th</sup> day of September A. D. 1895, the following entry was filed in the clerk's office to-wit:

Entry  
6885

Samuel R. Berger vs  
The Toledo & Ohio Central  
Rail Road Company  
County of Common Pleas  
Union County, Ohio.

This day this cause came on to be heard on the question heretofore ordered to be determined by a jury, and thereupon came the following named persons as jurors, to-wit:

H. S. Hopkins, Chester Cox, Edward Dilcaron, Albert Adams, Louis G. Beem, Sylvanus Bellville, Harrison Longbury, William T. May, Cliff Darling, Charles Hanewalt, George Beems and Jeremiah Kinchard, who were duly empanelled and sworn according to law.

And thereupon after hearing the evidence and the arguments of counsel, the hour of adjournment having arrived this case was continued until 8<sup>o</sup> o'clock tomorrow morning.

Verdict-  
Entry  
6885

On the 25<sup>th</sup> day of September A. D. 1895, the following entry was filed, to-wit:

Samuel R. Berger vs  
The T & O. C. Rail Road Co.  
County of Common Pleas,  
Union County, Ohio.

This day again came the parties by their attorneys,

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Entry  
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The Toledo & Ohio  
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Amended  
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and also came the jury heretofore impaneled herein, and the said jury having heretofore heard the testimony and arguments of counsel, heard the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

And now come the jury into open Court with their verdict in writing signed by their Foreman and say:

That the jury being duly impaneled and sworn, find the issue in this cause in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of Three Hundred and Fifty Dollars.

L. C. Burn Foreman.

Dated Sept. 25<sup>th</sup> 1896.

On the 3<sup>rd</sup> day of October A.D. 1896, the following entry was filed in the Clerk's office, to-wit:

Entry  
6885

Samuel R. Burger

Court of Common Pleas

vs

Union County, Ohio.

The Toledo & Ohio Central  
Rail Road Company

This day came on this cause to be heard on the defendant's motion to set aside the verdict and grant a new trial.

Whereupon the Court being fully advised in the premises do sustain said motion and grant a new trial in this case; and thereupon this cause is continued.

On the 17<sup>th</sup> day of December A.D. 1896, the following Amended Answer was filed to-wit:

Amended  
Answer

Samuel R. Burger

Court of Common Pleas.

vs

Union County, Ohio.

The Toledo & Ohio Central  
Rail Road Company

Now comes the defendant and for his amended Answer says that it admits that it is an incorporated Company as alleged in said petition, and it has constructed its road through Mansville, and near the plaintiff's said premises, and that said Company has placed on the edge of Main Street an Alarm Bell and placed also on the edge of said Street a danger sign marked "Rail Road Crossing" which was done in pursuance of law and at the request of the Village authorities of said town and for the protection of the people crossing said Rail Road and were proper for that purpose, but all of the other allegations of said petition are denied by the defendant.

For a second defense the defendant says that before said Road was constructed and before said Company had decided to build the same but after its said line was surveyed and located where it has since been built the plaintiff and other citizens and residents of said Village and vicinity in order to induce defendant to make said road and carry on said business over said line raised by subscription the sum of Fifteen Thousand

Dallas and more as a donation conditional that the same would be paid by them to said Company if it would by December 1893, construct said road through said village from Kenton, Ohio, and the plaintiff subscribed to said fund the sum of Twenty Five Dollars on said conditions & said subscriptions were delivered to defendant and in consideration thereof said Company accepted said subscription.

The State of Ohio, Union County, ss:

J. H. Robinson being duly sworn says he is one of the Attorneys of the defendant in the foregoing cause, and believes the allegations of the foregoing answer are true.

J. H. Robinson

Sworn to before me and signed in my presence this 17th day of Dec. 1896.

(Seal)

J. N. Gosnell Clerk

Motion  
6885

On January 10<sup>th</sup> 1896, the following Motion was filed, to-wit:  
Samuel R. Burger  
vs  
Toledo & Ohio Central  
Railroad Company,  
Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff and moves the Court to strike out the second and third count in defendant's answer; plaintiff says for the grounds on which he insists on said Motion is that defendant pleads an estoppel without any grounds for said plea, that his second count is argumentative only.

That his third count or defense as set up is out of rule and not allowed that he sets up a counter claim for a debt due said defendant which cannot be allowed neither at law, nor in equity as a counter claim  
Thomas Reed Atty. for Plf.

Entry  
6886

On the 21<sup>st</sup> day of January A.D. 1896, the following Entry was filed, to-wit:  
Samuel R. Burger  
vs  
The Toledo & Ohio Central  
Railroad Company,  
Court of Common Pleas,  
Union County, Ohio.

This day came on this cause to be heard by the Court on the motion of the plaintiff to strike out the 2<sup>nd</sup> & 3<sup>rd</sup> defenses in said amended answer.

Whereupon the Court treating said Motion as a demurrer, do sustain said motion as to the second defense but overruled the same as to the third defense; to which ruling defendant excepts as to said second defense.

Whereupon leave is given to plaintiff to reply as to said third defense.

Robinson Woodburn  
Thomas Reed

Reply  
6885

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Samuel R. B.  
vs  
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Motion for  
New Trial  
6885

Reply  
6885

On the 23<sup>rd</sup> day of January A.D. 1896, the following Reply was filed in the Clerk's office, to-wit:

Samuel R. Burger  
vs  
The Toledo & Ohio Central Rail Road Company

Court of Common Pleas  
Linn County, Ohio.

Now comes the plaintiff and admits that he did subscribe to the donation to the Toledo and Ohio Central Railroad Company, but denies each and every other allegation in his Amended answer and especially those contained in his first and third counts.

Thomas Reed  
Attorney for Plf.

Samuel R. Burger being duly sworn says that he believes the allegations set forth in this Reply are true.

Samuel R. Burger

Sworn to and subscribed to in my presence this 23<sup>rd</sup> day of January, 1896.

J. N. Gosnell Clerk  
By J. W. D. Gosnell Deputy.

Entry  
Verdict  
6885

On the 24<sup>th</sup> day of January A.D. 1896, the following Entry was filed by the Clerk of this Court, to-wit:

Samuel R. Burger  
vs  
The Toledo & Ohio Central Rail Road Company

Court of Common Pleas  
Linn County, Ohio.

This day came the parties by their Attorneys, also came the following named Jurors, to-wit: John Hudson, David Crippen, John Brown, William Lee, George Baldwin, C. P. Elmwood, L. H. Baker, William Sticker, William Jolliff, Deville Wood, W. W. Eppo and James Poling; who were duly impanelled and sworn according to law, and thereupon the case came on for hearing on the pleadings and the evidence; and after hearing the evidence, arguments and charge of the Court, the jury retired to their room in charge of the Sheriff for deliberation.

And now comes said jury into open Court with their Verdict in writing, signed by their Foreman and say:  
We, the jury, being duly impanelled, sworn and affirmed, find the issue in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of Two Hundred and fifty Six Dollars.

George G. Baldwin Foreman

Dated Jan. 24, 1896.

Motion for  
New Trial  
6885

On the 27<sup>th</sup> day of January A.D. 1896, the following Motion was filed, to-wit:

Samuel R. Burger  
vs  
The Toledo & Ohio Central Rail Road Company

Court of Common Pleas  
Linn County, Ohio.

The defendants respectfully ask that the verdict of

The jury verdict in this case shall be vacated and a new trial be granted and for such purpose assign the following reasons.

1<sup>st</sup> Irregularity in the proceedings of the Court & Jury and plaintiff by which the defendant was prevented from having a fair trial.

2<sup>nd</sup> Misconduct of the Jury and plaintiff.

3<sup>rd</sup> Accident and surprise which ordinary prudence could not have guarded against.

4<sup>th</sup> Excessive damages appearing to have been given under the influence of passion and prejudice.

5<sup>th</sup> Error in the assessment of the amount of recovery the same being so large.

6<sup>th</sup> That the verdict is not sustained by sufficient evidence and is contrary to law.

7<sup>th</sup> Newly discovered evidence material for the defendant which he could not reasonable diligence have discovered and produced at the trial.

That said verdict greatly excessive in amount of damages allowed.

8<sup>th</sup> Error of Law occurring at the trial & excepted by the defendant and for other good and valid reasons.

Robinson & Goodhue

Attorneys for Defendants

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Please continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court, of the Term of January to wit; on the 13<sup>th</sup> day of January in the year of our Lord One Thousand Eight Hundred and Ninety Six.

Be it remembered that on the 8<sup>th</sup> day of Feb. A.D. 1896, the Citizens Home Savings Co. filed in the Clerk's Office of the said Court of Common Pleas, the following petition against Robert Patterson, to wit:

Petition

7060

The Citizens Home Savings Co.

Court of Common Pleas,

 vs  
 Robert Patterson and  
 Mary Patterson

Union County, Ohio.

The plaintiff says:

That it is an incorporated Company duly formed and incorporated under the laws of the State of Ohio, governing Building and Loan Associations.

First Cause of Action:

On the 18<sup>th</sup> day of December 1891, the said defendant Robert Patterson made and delivered to plaintiff his contract in writing of that date wherein he acknowledged the receipt of the sum of One Hundred Dollars as a loan on one share of stock in said Company, and agreed to pay to said Company weekly, not less than 25<sup>th</sup> Dollars, which should be applied as follows:

- 1<sup>st</sup> To the payment of any fines or other assessments made against him in pursuance of the By-Laws of said Company.
- 2<sup>nd</sup> To the payment of the premium for fire insurance due on said loan, amounting to 10<sup>th</sup> Dollars per week.
- 3<sup>rd</sup> To the payment of the interest due on said loan, amounting to 1<sup>st</sup> Dollars per week.
- 4<sup>th</sup> To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the By-Laws of said Company.
- 5<sup>th</sup> The balance of said payments to be credited as due on said stock.

Said payments to be continued until the due so credited on said stock, together with the dividends declared thereon should equal the amount loaned on said 18<sup>th</sup> day of December 1891, and to secure the payment of said contract the said defendants Robert Patterson and Mary Patterson, his wife, executed and delivered to said plaintiff their mortgage deed of that date and thereby conveyed to said plaintiff the following described premises, viz:

Situate in the Village of Marysville, County of Union and State of Ohio; Beginning at a stake in the north margin of South Street (formerly North Street) as conveyed by R. H. Buchanan to said Village and South East corner to a tract of land conveyed by said Buchanan to A. S. Conroy in the year 1869; thence with the east line of said Conroy land, northerly about 18 poles to the south line of Samuel Marsh (formerly Samuel D. Elliston) Lot; thence

with said March's line easting 40 feet to a stake in said line, thence southerly parallel with the first above named line about 18 poles to a stake in the north margin of said street; thence westerly with the north margin of said street, forty feet to the place of beginning, containing 43 poles.

Also beginning at a stake, north west corner to a lot of land conveyed to Thomas Brown by P. M. Buchanan on the 29<sup>th</sup> day of April 1869, and in the south line of said Samuel March's lot; thence with said line N. 88° W. 11 feet to a stake north east corner to a lot of land conveyed by Horace L. Foote to George Schupper, March 27<sup>th</sup> 1875; thence with the East line of said Schupper lot, S. 53° E. 19<sup>th</sup> poles to a stake south east corner to said Schupper lot and in the center of said Fourth Street; thence with the center of said Fourth Street, S. 88° E. 11 feet to a stake in the west line of said Thomas Brown lot; thence with said line N. 23° E. 19<sup>th</sup> poles to the beginning, containing 46 of an acre, more or less.

The condition contained in said mortgage was, in substance, that if the said Robert Patterson should pay to said Company the said sum of money or stipulated to be paid in said contract aforesaid, when due, then said mortgage be void.

Said mortgage was filed with the Recorder of said Union County, Ohio, on the 18<sup>th</sup> day of December 1891, at 5<sup>15</sup> O'clock P. M. and was duly recorded in Book 29 page 177 of the Mortgage Records of Union County, Ohio.

Second cause of action. On the first day of November, 1893, said defendant Robert Patterson made and delivered to plaintiff his certain contract in writing of that date wherein he acknowledged the receipt of Two Hundred Dollars as a loan on two shares stock in said Company, and agreed to pay to said Company weekly, not less than \$7.00 Dollars, which should be applied as follows;

1<sup>st</sup>. To the payment of any fines or other assessments made against him in pursuance of the By-Laws of said Company.

2<sup>nd</sup>. To the payment of the interest and premium due on said loan, amounting to \$7.00 Dollars per week.

3<sup>rd</sup>. To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the By-Laws of said Company.

4<sup>th</sup>. The balance of said payments to be credited as due on said stock.

Said payments to be continued until the dues so credited on said stock, together with the dividends declared thereon shall equal the amount loaned.

On said first day of November 1893, and to secure the payment of said contract, the said defendants Robert Patterson and Mary Patterson, his wife, executed and delivered to said plaintiff their mortgage deed, thereby conveyed to said

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plaintiff the same premises described in the first cause of action herein.

The condition contained in said mortgage was in substance, that if the said defendant Robert Patterson should pay to said Company, the said sum of money when due as set forth by said contract, aforesaid, then said mortgage to be void.

On the 1<sup>st</sup> day of November 1893, at 3<sup>o</sup> Clock, P. M. said mortgage was duly filed with the Recorder of said Union County, Ohio, and was by him duly recorded in book 33 page 59 of the Mortgage Records of said Union County, Ohio.

#### Third Cause of Action:

On the 19<sup>th</sup> day of September 1895, the said defendant Robert Patterson made and delivered to plaintiff his contract in writing wherein he acknowledged to have received of said Company the sum of One Hundred Dollars as a loan on one share of stock in said Company, and agreed to pay to said Company weekly, not less than Two Dollars which should be applied as follows:

1<sup>st</sup>. To the payment of any fines or other assessments made against him in pursuance of the By-Laws of said Company.

2<sup>nd</sup>. To the payment of the premium for fire insurance due on said loan, amounting to  $\$4/100$  Dollars per week.

3<sup>rd</sup>. To the payment of the interest due on said loan, amounting to  $\$1/100$  Dollars per week.

4<sup>th</sup>. To the payment of any sum of money expended by said Company for insurance of mortgaged property as required by the By-Laws of said Company.

5<sup>th</sup> The balance of said payments to be credited as due on said stock.

Said payments were to be continued until the due or credited on said stock together with the dividends declared thereon should equal the amount loaned.

On said 19<sup>th</sup> day of September 1895, said defendant Robert Patterson and Gray Patterson, his wife, to secure the payment of the said contract executed and delivered to said plaintiff their certain mortgage deed, and thereby conveyed to said plaintiff the premises described in the first cause of action herein.

The condition contained in said mortgage was, in substance, that if the said Robert Patterson should pay to said Company, the said sum of money when due as set forth by said contract, then said mortgage to be void.

On the 19<sup>th</sup> day of September 1895, at 12 O'clock P. M. said mortgage was filed with the recorder of Union County, Ohio, and was by him duly recorded in Book 37, page 7 of the Mortgage Records of Union County, Ohio.

All of said mortgage and contract were issued on Stock No. 689 in said Company and said mortgage have become absolute. Up to and including February 1896, said defendant, Robert Patterson, has paid to said plaintiff in weekly installments on all of said contracts as set forth in the several causes

of action herein the sum of Ninety Three and 5/100 Dollars, which  
which was credited as follows;

To fines \$18<sup>22</sup>; To premium \$20<sup>74</sup>; To interest \$47<sup>40</sup> and is  
due \$10<sup>21</sup>.

There have been \$700 Dollars dividends credited to said  
Stock.

There was due on all of said causes of action aforesaid  
on said February 3<sup>rd</sup> 1896, for fines \$3<sup>40</sup>; premium \$2<sup>27</sup>; and  
for interest \$5<sup>04</sup>, making in amount \$11<sup>21</sup>.

The balance remaining due on said principal sums  
\$387<sup>19</sup>, making the total due February 3<sup>rd</sup> 1896, Four Hundred  
and Three and 4/100 Dollars.

The weekly payments due said Company on said  
several contracts as herein set forth are for fines 24<sup>00</sup> Dollars,  
premium 14<sup>00</sup> Dollars and interest 4<sup>00</sup> Dollars making the total  
weekly payments 42<sup>00</sup> Dollars.

Plaintiff therefore asks judgment against said defendant  
for said sum of Four Hundred and Three and 4/100 Dollars  
with weekly payments from and after February 3<sup>rd</sup> 1896, of  
42<sup>00</sup> Dollars each week until paid.

That the said mortgage may be foreclosed, said prom-  
ise ordered to be sold, the proceeds, or so much thereof as  
may be necessary, applied to the payment of said indebtedness,  
and for all other proper relief in the premises.

John W. Brodick.

Attorney for Plaintiff

The State of Ohio, County of Linn, ss:

John W. Brodick being sworn makes oath that he  
is the duly elected and qualified Attorney for said The Citizens  
Home and Savings Company, an incorporated Company - the  
plaintiff herein - and that the facts stated in the foregoing  
petition are, as affiant believes, true.

John W. Brodick.

Sworn to by said John W. Brodick before me and  
signed by him in my presence this 8<sup>th</sup> day of February, 1896.

J. N. Wendt Club of Court

Club:

Issue summons to Sheriff of Linn County, Ohio, for  
defendants returnable according to law - Foreclosure of Mortgage  
and judgment - Amount claimed \$403<sup>47</sup> and 5/100 each week  
after February 3<sup>rd</sup> 1896.

John W. Brodick  
Attorney for Plaintiff.

On the 8<sup>th</sup> day of February A.D. 1896, the following summons  
was issued to the Sheriff of Linn County, to-wit:

The State of Ohio, Linn County, ss:  
To the Sheriff of said County:

You are hereby commanded to notify Robert Patterson and  
Clay Patterson that they have been sued by The Citizens Home and

Receipt

Summons

Savings Com  
and must  
petition of  
residual ac  
17<sup>th</sup> day of

Sheriff's  
Return.

Peace Fee  
Service & Return  
Mileage  
Copy  
Total

Clay Patterson

On the  
by the Club  
The Citizens  
Savings Com

Entry  
7060

vs  
Robert Patterson

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Savings Company in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of March A.D. 1896, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 17<sup>th</sup> day of February 1896.

(Seal)

Witness my hand and the seal of said Court, this 8<sup>th</sup> day of February A.D. 1896.

J. H. Hosnell Clerk

Sherriff's Return.

|                  |       |
|------------------|-------|
| Sherriff's Fee   | 25    |
| Service & Return | 65    |
| Mileage          | 16    |
| Copy             | 30    |
| Total            | \$111 |

The State of Ohio, Union County.

Received this writ February 10<sup>th</sup>, 1896, at 10 O'clock A.M. and served same by leaving a true copy of this writ with the instruments therein at the usual place of residence of Robert Patterson and Mary Patterson on the 15<sup>th</sup> day of February 1896.

Wm. C. Swadgrass Sheriff.

On the 9<sup>th</sup> day of March A.D. 1896, the following entry was filed by the Clerk of this Court, to-wit:

Entry 7060

|                                |    |                       |
|--------------------------------|----|-----------------------|
| The Citizens' Savings Company, | vs | Court of Common Pleas |
| Robert Patterson et al         |    | Union County, Ohio.   |

This cause now coming on for hearing, was submitted to the Court on the pleadings and the evidence, and the Court find that the said defendants have been duly served with summons, and are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by him to be true.

The Court further find that the said defendant Robert Patterson has failed to pay to the plaintiff the weekly installments of dues, premium and interest, as in the petition set forth, and that there is due to said plaintiff on the contract set forth in its said petition from said defendant Robert Patterson the sum of Four Hundred and Seven and 7/100 Dollars on March 9<sup>th</sup> 1896.

The Court further find that in order to secure the regular payment of said weekly installments, as well as those hereafter to become due, the said defendants Robert Patterson and Mary Patterson executed and delivered to this plaintiff their certain best gage in the petition described, and on the premises therein described that the mortgage described in the second cause of action in said petition was duly recorded in Volume 33 page 59, and the mortgage described in the fourth cause of action in said petition was duly recorded in Volume 37, page 7 of the Records of Mortgages of Union County, Ohio, and on the first and second list-lines respectively on the premises described in the petition.

It is therefore considered and adjudged by the Court that said plaintiff recover of said defendant Robert Patterson said sum of Four Hundred and Seven and 7/100 Dollars together with its costs herein, and execution is awarded therefor.

It is further ordered and decreed that unless said defendant shall within ten days from the entry hereof pay, or cause to be paid to the said plaintiff the said sum of \$407<sup>22</sup>, or found due, and to the Clerk of this Court the costs taxed herein at \$ . . . the defendant's equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and return his proceedings to this Court for further order.

Brodrick for Cliff.

Order  
of  
Sale

On the 24<sup>th</sup> day of November A.D. 1896, the following order of Sale was issued to the Sheriff of Union County, to-wit:

The State of Ohio, Union County, ss:  
To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 9<sup>th</sup> day of March, 1896, The Citizens Home & Savings Company obtained a Judgment and Decree against Robert Patterson et al. for the sum of Four Hundred and Seven and 77/100 Dollars and Ten and 49/100 Dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Robert Patterson et al within Ten days from the 9<sup>th</sup> day of March A.D. 1896 pay unto the said The Citizens Home and Savings Company the said sum of Four Hundred and Seven and 77/100 Dollars, with interest from the 9<sup>th</sup> day of March 1896, and costs aforesaid; and on default to pay the same, that an order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition &c. And whereas the Ten days aforesaid have fully expired, and the said sum of Four Hundred and Seven and 77/100 Dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record -

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit:

Situate in the village of Marysville, County of Union and State of Ohio; Beginning at a stake in the north margin of Fourth Street (formerly North Street) as conveyed by P. G. Buchanan to said village, and south east corner to a tract of land conveyed by said Buchanan to A. S. Worry in the year 1869; Thence with the east line of said Worry land, northerly about 18 poles to the south line of Samuel Marsh's (formerly Samuel W. Allister's) Lot; Thence with said Marsh's line easterly 40 feet to a stake in said line; Thence southerly parallel with the first above named line about 15 poles to a stake in the north margin of said street; Thence westerly with

the north  
margin, cont.  
line of Als  
lot of land  
on the 29  
Samuel W.  
stake north  
L. Fort to  
east line  
south east  
said Fourth  
S. 80<sup>th</sup> E. 11<sup>th</sup> S.  
lot; Thence  
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sale by order

the north margin of said street 40 feet to the place of beginning, containing 43 poles.  
 Also beginning at a stake south-west corner to a lot of land conveyed to Thomas Brown by P. H. Buchanan on the 29<sup>th</sup> day of April, 1869, and in the south line of said Samuel Marsh's lot; thence with said line N. 88° W. 11 feet to a stake north-east corner to a lot of land conveyed by Horace L. Fort to George Schupper, March 27<sup>th</sup> 1875; thence with the east line of said Schupper's lot S. 52° W. 19<sup>89</sup>/<sub>100</sub> poles to a stake south-east corner to said Schupper's lot; and in the center of said Fourth Street; thence with the center of said Fourth Street S. 88° E. 11 feet to a stake in the west line of said Thomas Brown lot; thence with said line N. 23° E. 19<sup>89</sup>/<sub>100</sub> poles to the beginning containing 1/16 of an acre, more or less.

We therefore command you, that you proceed without delay to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 24<sup>th</sup> day of November A.D. 1896.  
 J. N. Gosnell Clerk

Sheriff's Return.

|                   |    |     |
|-------------------|----|-----|
| Sheriff's Fee     | \$ | 40  |
| Service           |    | 25  |
| Levy              |    | 25  |
| Subm. Appraisals  | 1  | 20  |
| Swooning "        |    | 25  |
| Writing Appraisal |    | 25  |
| Copy of "         |    | 25  |
| Notice to Viewers |    | 25  |
| Affidavit of "    |    | 25  |
| Writing Notice    |    | 16  |
| Mileage           |    | 25  |
| Return            |    | 336 |
| Total             |    | 300 |
| Appraisals Fee    |    | 300 |

The State of Ohio, Linn County, ss.  
 In obedience to the Command of the Order of Sale hereto annexed, I did on the 24<sup>th</sup> day of November 1896, summon J. H. Shirk, Lafe Bullen and W. P. Beightler three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view and afterward, on the 24<sup>th</sup> day of November A.D. 1896, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$950.00.  
 A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 25<sup>th</sup> day of November 1896, I caused to be advertised in the Marysville Tribune (a newspaper printed and published, and of general circulation in Linn County), said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 26<sup>th</sup> day of December, A.D. 1896, at one o'clock P. M. of said day. This writ returned without sale by order of plaintiffs Attorney.  
 J. N. Gosnell Sheriff

Brought forward from Page 168

Order of Appraisal and Sale

On the 4th day of March A.D. 1897, the following Order of Appraisal and Sale was issued from the Clerk's Office, to-wit:

The State of Ohio, Lorain County, ss:

To Charles Braum Administrator of the estate of Christian W. Weber deceased.

Whereas, at a term of the Court of Common Pleas, in and for said County, on the 17th day of April A.D. 1896, in the cause of Mike S. Nipgen & Co plaintiffs, and William Weber et al. defendants, it was ordered, adjudged and decreed as follows, to-wit:

That Charles Braum, Administrator of the estate of Christian W. Weber deceased, obtained an order to sell the premises herein after described at private sale for not less than the appraised value thereof for the purpose of paying the debts of said Christian W. Weber deceased, free from the claim of the said defendant Catharine Weber.

Situate in the Village of Mansfield, County of Lorain and State of Ohio, and known as part of In Lot No. 40, lying on the South end and adjoining the property now owned by Samuel W. Campbell, fronting on Main Street 19 1/2 feet, and running back next same width to the alley 132 feet more or less, and being the same property as conveyed to William Weber by H. Holt et al by deed dated April 1st 1878, and recorded in Vol. 45, page 403 of the records of deeds of Lorain County, Ohio.

Terms of Sale: One-third cash in hand; One-third in one year and One-third in two years from day of sale, said deferred payments to be secured by mortgage on the premises and bearing six per cent. interest per annum. Appraised at \$3000.00

We therefore Command you, that you proceed to carry said order and decree into execution, and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, this 4th day of March A.D. 1897.

Seal

L. N. Grinnell Clerk  
Geo. J. A. Grinnell Deputy

Report of Sale.

Received this order on the 4th day of March, 1897, and according to the Command thereof, I, on the 5th day of March A.D. 1897, sold the real estate therein described (the same having been before that appraised as required by law and the order of the Court,) at private sale to Clara Braum for the sum of Four Thousand Dollars; said sale being to the highest bidder, and said sum being not less than the appraised value of said real estate.

Given under my hand this Fifth day of March, A.D. 1897.

Charles Braum  
Administrator of the estate of  
Christian W. Weber deceased.

Affidavit.

The State of Ohio, Lorain County, ss:

The above named Charles Braum, Administrator of the estate of Christian W. Weber deceased, being first duly sworn, says that the private sale stated in the foregoing report of sale of the Real Estate in the foregoing order described, was made after diligent endeavor to obtain

the best price for the highest

Seal

On the file by the Mike S. Nipgen vs. William Weber  
Entry 7074

the motion of Christian of In Lot particularly herein, an

On said sale to law a

by the Court same clerk Charles Braum to execute charter from purchaser lien holders as a pro

payment of Four Thousand  
First = to \$26.65

Secondly amounting Thirdly with 6 per Fourthly = value of her Fifthly =

A. Nipgen & Co of said sum Sixthly = to be paid to be acco

the best price for the property or sold, and that the sale reported is for the highest price that could be obtained for the property.

Charles Braun

Sworn to before me and signed in my presence, this Fifth day of March, 1897.

J. N. Cornell Clerk

On the 5<sup>th</sup> day of March A.D. 1897, the following Entry was filed by the Clerk of this Court, to-wit:

Entry  
7074

Wm. A. Nippon & Co.

vs.

William Weber et al

Court of Common Pleas  
Linn County, Ohio.

This day this cause came on for hearing on the motion of Charles Braun Administrator of the estate of Christian W. Weber deceased, to confirm the sale of part of In Lot No. 40, in the village of Marysville, Ohio, and particularly described in the petition and order of sale herein, and the same was submitted to the Court;

On consideration whereof the Court find that the said sale has been made in all respects in conformity to law and the former order of this Court.

It is therefore considered and adjudged and ordered by the Court that said proceedings and sale be, and the same hereby are approved and confirmed, and the said Charles Braun as such Administrator is hereby ordered to execute a sufficient deed of conveyance for said premises to the purchaser, Clara Braun, and said purchaser is hereby subrogated to all the rights of the lienholders herein, or far as their liens may be paid as a protection to her title.

And the Court coming now to distribute the cash payment of the proceeds of said sale amounting to Four Thousand Dollars, order that the said Administrator pay:

First: to the Treasurer the taxes on said premises amounting to \$26.65:

Secondly: to the Clerk of this Court the costs herein amounting to \$2.50.

Thirdly: to Charles Braun the costs heretofore paid by him with 6 per cent interest amounting to \$62.93.

Fourthly: to the defendant Catherine Weber as the reasonable value of her dower in said premises the sum of \$833.78.

Fifthly: to Charles Braun Assignee of the plaintiffs Wm. A. Nippon & Co. and the defendant George Schleyer in full of said judgment and interest \$2516.61.

Sixthly: the balance of said proceeds, amounting to \$558.58 to be paid to said Charles Braun as such Administrator to be accounted for in the Probate Court.

Answer  
of  
Weber  
7044

The State of Ohio, } In the Court of Common Pleas of said County,  
Union County, ss. }  
Mike A. Nippgen & Co. }  
vs } Proceedings to sell Real Estate.  
William Weber et al }

And now comes Catharine Weber one of the defendants in the above entitled cause and voluntarily enters her appearance herein, and for answer to the petition in this case filed, says that she is entitled to dower in the premises described in said petition, and that her age is fifty-one years, and she freely consents to said sale as prayed for and as ordered by the Court on April 17, 1896, and waives the assignment of dower in said premises by metes and bounds, or in units and profits: and asks the Court that said premises may be sold free from her dower estate therein and that the value of such dower estate may be allowed and paid her in money out of the proceeds of sale, as the Court may deem reasonable, and that this answer shall take effect to all intents and purposes as if filed before said April 17<sup>th</sup> 1896.

Catharine Weber.

The State of Ohio, Union County, ss.  
Catharine Weber being duly sworn, says that the statements in the foregoing answer are true as she verily believes.

Catharine Weber.

Sworn to before me, and signed in my presence, this 6<sup>th</sup> day of March, A. D. 1897.

J. N. Gosnell Clerk  
By Geo. A. Gosnell Deputy

Attest  
J. N. Gosnell, Clerk  
By Geo. A. Gosnell Deputy

Continuation of this Record below

August 28<sup>th</sup> 1899, The following Order of Sale of Real Estate was issued by the clerk of this Court directed to Charles Braum, Administrator of the Estate of Christian W. Weber "deceased"

The State of Ohio } In Common Pleas Court  
Union County }  
To Charles Braum Administrator of the Estate of Christian W. Weber  
Greeting - Whereas, on the 17<sup>th</sup> day of April A. D. 1896, in a Cause pending in said Court wherein you, as the Administrator of the Estate of the late, Christian W. Weber of Marysville Ohio, are Petitioner an Order of Sale was made of the following described premises to-wit: Situate in Paris Township, Union County State of Ohio and in the Village of Marysville - Beginning at a Stake in the South Margin of Center Street forty (40) feet west of the North-East Corner of said Indent: thence west with the South Margin of said Street Twenty (20) feet

No 7044

Thence South for  
the South line of a  
premises as conveyed  
1879 and record  
said sale to be  
lies, after notice of  
books successively  
premises to be sold  
and fifty Dollars  
You are therefor  
according to law  
Under the same,

Received this  
August A. D. 1899 sold  
law and the order of  
and fifty Dollars, said  
real estate -

The State of Ohio  
"deceased" being for  
Estate in the fee of  
the property to  
obtained for the

September 11<sup>th</sup> 1899  
Mike A. Nippgen  
against  
William Weber

Estate of Christian  
1899, of the premises  
and found in all  
same is hereby  
said purchase  
and tenements  
And the Court  
Charles Braum Ad  
Company & -  
payments of  
Attest J. N. Gosnell

No 7044



Thence South parallel with the west Street to the South line of said lot No 53; thence East with the South line of said lot Twenty (20) feet; thence North to the beginning, and being the same premises as conveyed to William Weber by Lawrence Martin and wife by deed dated April 17<sup>th</sup> 1879 and recorded in Vol. 48, Page 81 of the Deed Records of Union County, Ohio,

Said Sale to be Made at Private Sale in said Union County State of Ohio in which real estate lies, after Notice of the time and place thereof, to be given by advertising the same at least four weeks successively in some Newspaper printed in said County where said land are situated; Said premises to be sold at private Sale for not less than their appraised Value; Twenty Eight Hundred and Fifty Dollars

You are therefore hereby Commanded Without unnecessary delay to sell said premises according to law, and the order of the Court, and that you return this order with your proceedings under the same, ~~and~~ enclosed herein, forthwith upon compliance with the terms thereof

Witness My hand and the seal of said Court this 28<sup>th</sup> day of August, A.D. 1899

Seal

J. W. Hornell Clerk

Report of Sale.

Received this order on the 28<sup>th</sup> day of August A.D. 1899, and according to the command thereof, I on the 30<sup>th</sup> day of August A.D. 1899 sold the real estate therein described (the same having been before that appraised as required by law and the order of the Court) at private Sale to Albert Countright for the sum of Two Thousand, Eight Hundred and Fifty Dollars, said Sale being the highest bidder and said sum being not less than the appraised value of said real estate -

Given under my hand this 30<sup>th</sup> day of August A.D. 1899

Charles Braun Administrator of the Estate of Christian W. Weber "deceased"

Affidavit When Sold at Private Sale

The State of Ohio Union County ss: }

The above named Charles Braun Administrator of the Estate of Christian W. Weber "deceased" being first duly sworn, says that the private Sale, stated in the above report of Sale of the Real Estate in the foregoing order described was made after diligent endeavor to obtain the best price for the property to sold, and that the Sale reported was for the highest price that could be obtained for the property

Chas. Braun

Sworn to before me and signed in my presence this 30<sup>th</sup> day of August A.D. 1899: J. W. Hornell Clerk.

Seal

September 11<sup>th</sup> 1899. The following Entry of Confirmation was filed in the Clerk's Office to-wit

Mike A. Niggins & Co  
against  
William Weber et al

No 7044

Entry

This day our Motion of Charles Braun as administrator of the Estate of the Estate of Christian W. Weber "deceased" and the proceedings of the Sale made by him on the 30<sup>th</sup> day of August 1899, of the premises described in his said order of Sale of the above date, was Examined by the Court, and found in all respects in conformity to law - It is ordered that the same be, and the same is hereby approved and confirmed, and the said Administrator is ordered to make the said purchaser, Albert Countright a good and sufficient deed in fee-simple for the lands and Tenements so sold.

And the Court order first the payment of the costs of this proceeding, and second to Charles Braun administrator for payment of the Mortgage due The Citizens Home and Savings Company & - Third the balance of the Money to be paid to the Administrator for the payment of debts of the Estate, and distribute according to law

Patet & Patet per Rudrick

Attest J. W. Hornell Clerk

Lewis F. Erb vs. Charles H. Erb et al  
Carried forward

Bounded and described as follows: viz, being lots Nos. 24 & 25 and out-lot 33-- Further description may be had by referring to the recorded plat of the incorporated village of Milford Center.

Also the following, beginning at a stake on the Reeds south-easterly line; thence N. W. close to the Wagon shop (6 poles) 10 feet (ten) to the corner of said shop; thence with the end of said shop E. 1/2 (2) poles five (5) feet to a stake; thence S. E. 1/2 (2) poles nine (9) feet to a stake on the side of the said mill race; thence easterly down the race six (6) poles ten (10) feet to a stake close to the end of said race; thence with Reeds original line south-westerly 15 1/2 nine (9) poles to the beginning, containing thirty five poles and being part of Survey No. 8127, it being part of the tract of land known as the Mill lot.

Also the following Real Estate situate in the Township of Union, and bounded on the north by land of S. Gibson and on the east by the land of A. Boylan and W. Dunn, on the south by lands of W. Hill and on the west by the lands of the C. C. & St. L. Railroad Company and containing 10 1/2 acres more or less; for a more complete description see recorded plat of Union Township-- and being same premises described in the petition in this case.

The whole constituting what is known as the Charles Erb property in which the said George Erb had a one sixth interest at the time the note on which the judgment herein spoken of was based was contracted to-wit; the 18<sup>th</sup> day of July A.D. 1895; and the account forming part of said claim dated prior to said day.

The plaintiff herein Lewis F. Erb further says in answer to the claim of said George and Ella Erb to an interest in the said premises, that while the said claims were still wholly unsatisfied and were valid and subsisting debts against said George Erb, he the said George Erb did after contracting said debt to-wit; on the 10<sup>th</sup> day of July A.D. 1895, make a quit claim deed to Frank H. Reynolds as trustee who afterward to-wit; on July 12<sup>th</sup> 1895, made quit claim deed of the same premises to Ella Erb; the said Ella Erb not paying or binding herself to pay any consideration whatever therefor.

The object and intention on the part of said George Erb being to defraud the plaintiff and others and prevent the collection of said claims.

The plaintiff herein therefore prays that upon the hearing of the question of distribution of the proceeds of sale of said premises in this case that said deeds so made by the said George Erb to his wife Ella Erb be adjudged and deemed fraudulent and void, and that said deeds be set aside and held for naught, and that said proceeds so far as the interest of said George Erb and his wife Ella Erb are concerned be ordered paid to the said defendants so far as necessary to satisfy said claims according to their priority and the equity of the parties, to the plaintiff herein the sum of \$129.19 and costs \$11.78, with interest from December 2<sup>nd</sup> 1895, and for all proper relief in the premises.

Lewis F. Erb

By L. Pipor his Attorney.

The State of Ohio, Union County, ss.

Lewis F. Erb being duly sworn according to law says the

facts stated are true.

day of June,

Century  
7006

On the  
the clerk of  
Lewis F. Erb  
vs  
Charles H. Erb et al

Court upon the  
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issues joined.

And  
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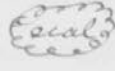
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Attest

J.M.  
By Jno A

facts stated and allegations in his foregoing pleading are as he verily believes, true.

L. F. Erb.  
Sworn to before me, and subscribed in my presence this 24<sup>th</sup> day of June, 1896.



P. A. Wilson  
Notary Public  
Union County, Ohio.

On the 14<sup>th</sup> day of May A.D. 1897, the following entry was filed with the clerk of this Court, to-wit:

Entry 7006  
Lewis F. Erb  
vs  
Charles H. Erb et al  
Court of Common Pleas,  
Union County, Ohio.

This cause coming on this day for hearing, was submitted to the Court upon the pleadings, evidence and arguments of counsel;

Whereupon the Court being fully advised in the premises, on consideration thereof find for the said Lewis F. Erb and McClune Louis and Griswold on the issues joined.

And the Court further find that the conveyance of the property in the Cross-petition of Lewis F. Erb and McClune Louis and Griswold, except the homestead in the Cross-petition of McClune Louis and Griswold described, was made for the purpose and with the intent to hinder, delay and defraud creditors in manner and form, as in the Cross-petition of the said Lewis F. Erb and McClune Louis and Griswold alleged.

It is therefore by the Court ordered, adjudged and decreed that the said deeds of conveyance from said George Erb to the said Ella Erb his wife, for the real estate in the cross-petition of said defendant Lewis F. Erb and McClune Louis and Griswold above mentioned, be and the same are hereby set aside, declared void and to be of no force or effect in law whatever.

The Court coming now to distribute the proceeds of the sale of the interest of the said George Erb in the partition heretofore made in this case do order that payment be made:

- First: Of the costs in this proceeding to set aside deeds, conveying said premises to said Ella Erb, taxed to \$5<sup>00</sup>.
- Second: To Ella Erb the value of her inchoate right of dower, which the Court finds to be \$30.96.
- Third: That the balance of the proceeds of the sale, in money and notes or both of the interest of the said George Erb in said real estate, be paid to Lewis F. Erb and McClune Louis and Griswold, pro-rata, according to the amount of their several judgments.

By Geo. S. Spro Attorney for Ella Erb.  
Porter Porter Attorneys for McClune Louis & Griswold.  
L. Ripper, Attorney for Lewis F. Erb.

Attest  
J. N. Gosnell Clerk  
By Geo. A. Gosnell Deputy.

Brought forward from Page 543

Entry  
7103

On the 16<sup>th</sup> day of November A.D. 1896, the following Entry was filed with the Clerk of this Court to-wit:

Ada Ziegler  
vs  
Z. A. McElroy  
Court of Common Pleas  
Union County, Ohio.

The defendant being called and failing to appear as recognized to this Court, it is ordered that the issue of his guiltness be tried by a jury.

Entry  
7103

On the 26<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court to-wit:

State of Ohio on  
relation of Ada Ziegler  
vs  
Jack McElroy  
Court of Common Pleas  
Union County, Ohio.  
Action in Bastardy.

Now comes H. T. Hoopes on behalf of the State of Ohio, on relation of Ada Ziegler and presents to the Court the recognizance of said defendant Jack McElroy taken before W. M. Kinglet a Justice of the Peace in and for Union County Ohio, on the 21<sup>st</sup> day of April 1896 in the sum of Four Hundred Dollars with J. M. McElroy as surety.

Thereupon the said defendant Jack McElroy being three times solemnly called to appear and answer said charge as he agreed to do and and failing so to do, and J. M. McElroy being three times solemnly called to produce the body of said defendant Jack McElroy as he had agreed to do, and failing to do, the Court orders that the said recognizance be, and the same hereby is fulfilled absolutely.

Attest  
J. M. Gosnell  
Clerk

By Jno A. Gosnell Deputy.



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vs  
Isaac J. Spaulding

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vs  
Isaac J. Spaulding

On the 15<sup>th</sup> day of February A. D. 1897, the following Answer of Clinton Brake and Almira Brake et al was filed, to-wit:

Answer  
7071

Garrett et al  
vs  
Isaac J. Sparks et al

Court of Common Pleas  
Union County, Ohio.

The defendants Clinton Brake and Almira Brake and Almira Brake now come and for their Answer herein say-

That they are the children and heirs of Michael J. Brake dead, that by reason of his service as a soldier in the war of the Rebellion, the above named defendant Louisa L. Sparks after the death of the said Michael J. Brake was paid a large sum of money and afterwards purchased with said money the lands attempted to be sold by the Sheriff of Union County Ohio, on the day of 1896, to satisfy the judgment therefore rendered against Isaac J. Sparks and Louisa L. Sparks herein

That the above named defendant Louisa L. Sparks is the mother of these defendants (Clinton Brake Almira Brake and Almira Brake) since the death of their said father intermarried with Isaac J. Sparks.

These defendants say that the judgment in the above case is on a promissory note on which their said mother was security for her husband Isaac J. Sparks.

That these defendants nor any of the heirs of Michael J. Brake deceased, received any part of the consideration of said note

That the lands sought to be sold to satisfy said judgment was by the then Sheriff of Union County, Ohio, conveyed to the heirs of Michael J. Brake deceased subject to the life estate of their said mother.

That these defendants nor any of the heirs of Michael J. Brake, deceased were made parties defendants herein until after the sale of the lands conveyed to them as aforesaid.

They say that the said lands are in no way liable for the payment of said judgment herein other than the life estate of the said Louisa L. Sparks.

They ask that the pretended sale heretofore made may be set aside and that they may recover their costs herein.

Byers Ayers

The State of Ohio, Union County, ss:

Clinton Brake being duly sworn says he is one of the defendants named in the foregoing answer; that the facts stated and allegations contained in said answer are as he believes true.

Clinton Brake

Sworn to before me and signed in my presence this 13<sup>th</sup> day of February A. D. 1897.

R. McHenry  
Notary Public



On the 17<sup>th</sup> day of February A. D. 1897, The following Demurrer was filed with the clerk of this Court, to-wit:

Demurrer  
7071

Garrett et al  
vs  
Isaac J. Sparks et al

Court of Common Pleas  
Union County, Ohio.

Now comes the plaintiff Garrett et al, and demurs to

the answer of Clinton Brake, Almira Brake and William Brake on the ground, that their said answer does not state facts sufficient to constitute a ground of defense in favor of these defendants, or either of them, and against this plaintiff

Porter Ed Porter Esq  
R. McLeary, atty for Off.

On the 25<sup>th</sup> day of February A.D. 1897, the following Entry was filed with the Clerk of this Court, to-wit:

Entry 7071  
Gaor Scott & Co vs  
Louisa L. Sparks et al  
Court of Common Pleas  
Union County, Ohio

This day this cause came on to be heard on the demurrer to the answer and cross petition of the heirs of Richard J. Brake - (Clinton Brake, William Brake and Amy Brake.

On consideration whereof the Court sustains the said demurrer.

On the 25<sup>th</sup> day of February A.D. 1897, the following entry was filed with the Clerk of this Court, to-wit:

Entry 7071  
Gaor Scott & Co vs  
Louisa L. Sparks et al  
Court of Common Pleas  
Union County, Ohio

On motion of defendant, and for good cause shown, it is ordered that this cause and the cause of The Union Banking Company against Louisa L. Sparks et al, numbered 7195, in this Court be, and they are hereby consolidated; and that all further proceedings in said consolidated action be had in and under the number 7071 as aforesaid.

On the 27<sup>th</sup> day of February A.D. 1897, the following Summons was issued by the Clerk of this Court, to-wit:

Summons  
The State of Ohio, Union County.  
To the Sheriff of Union County:

You are hereby commanded to notify Allie Brake, Clinton Brake, William M. Brake and Holly O. Brake that they have been sued by Gaor Scott & Co. consolidated with case No. 7195 of The Union Banking Co. vs Louisa L. Sparks et al, in the Court of Common Pleas of Union County, and must answer by the 27<sup>th</sup> day of March A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 8<sup>th</sup> day of March A.D. 1897.



Witness my hand and the seal of said Court, this 27<sup>th</sup> day of February, A.D. 1897.  
J. N. Gosnell Clerk.

On the 3<sup>rd</sup> day of March A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows;

Sherriff's Return  
Sheriff's Fee  
Law. & Ret.  
Chilcage  
Copies  
Total  
The 3<sup>rd</sup> day  
H. Brake

Summons  
to the Sheriff  
For the Sheriff  
Charles  
Scott & Co,  
answer  
plaintiff  
5<sup>th</sup> day

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| Sherriff's Return | Sherriff's Fee | \$ | cts |
|                   | Inv. & Ret.    |    | 65  |
|                   | Mileage        | 2  | 40  |
|                   | Copies         |    | 60  |
|                   | Total          | 3  | 65  |

The State of Ohio, Union County.  
 Received this writ March 1<sup>st</sup> A.D. 1897, at 4 o'clock P.M. and served same by delivering a true and certified copy of this writ with all the endorsements thereon to Clinton Brake and Holly Brake personally on the 3<sup>rd</sup> day of March, 1897, after diligent search Allie Brake and William A. Brake was not to be found within my bailwick.  
 J. Ed Robinson Sheriff

Summons  
 On the 27<sup>th</sup> day of March A.D. 1897, the following summons was issued to the Sheriff of Union County, to-wit:  
 The State of Ohio, Union County.  
 To the Sheriff of Union County:

You are hereby commanded to notify Amy B. Moore and Charles Moore her husband, that they have been sued by Gear Seate & Co, in the Court of Common Pleas of Union County, and must answer by the 24<sup>th</sup> day of April A.D. 1897, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 5<sup>th</sup> day of April, A.D. 1897.  
 Witness my hand and the seal of said Court, this 27<sup>th</sup> day of March A.D. 1897.  
 J. N. Gosnell Clerk.

On the 5<sup>th</sup> day of April A.D. 1897, the Sheriff of said County returned said summons to the Clerk's office in said County, which return is as follows:

|                   |                  |    |     |
|-------------------|------------------|----|-----|
| Sherriff's Return | Sherriff's Fee   | \$ | cts |
|                   | Inv. & Ret.      |    | 65  |
|                   | Mileage          | 2  | 56  |
|                   | Copy             |    | 50  |
|                   | Postage & Indent |    | 15  |
|                   | Total            | 3  | 86  |

The State of Ohio, Union County.  
 Received this writ March 29<sup>th</sup> A.D. 1897, at 8<sup>2</sup> o'clock A.M. pursuant to its command on April 3<sup>rd</sup> 1897, I served the within named Amy B. Moore by handing to her a true and duly certified copy of the same, and on same day and date I served the within Charles Moore by leaving at his usual place of residence a like true and truly certified copy of the same with all endorsements thereon each writ.  
 Ed W. Wilbee Sheriff  
 Ray C. Fryer Deputy

Motion  
 On the 13<sup>th</sup> day of May A.D. 1897, the following motion was filed with the Clerk of this Court, to-wit:  
 Gear Seate & Co, vs Court of Common Pleas Union County, Ohio.  
 Isaac J. Sparks seal

Now comes A. L. Brake one of the defendants herein, and moves the Court to set aside the sale heretofore made herein for the reason that the said defendant A. L. Brake and Clinton V. Brake William W. Brake, Amy B. Brake and Holly C. Brake have and are seized of the fee simple in said lands and that the lands attempted to be sold in the above entitled case is not being sold for the purpose of paying any debt or judgment against said Brakes that said pretended levy has been made only for the purpose of satis-

Lying a judgment had against D. J. Sparks and Louisa L. Sparks.  
The said Louisa L. Sparks has merely a life estate in  
said premises, whereas the entire estate is being attempted to be  
sold herein.

D. W. Ayers Esq  
Hamilton Bros. Atty. for  
Brakes.

On the 13<sup>th</sup> day of May A. D. 1897, the following entry was filed  
with the Clerk of this Court, to-wit:

Entry  
7071

Gaar Scott & Co  
vs  
Isaac J. Sparks et al  
Court of Common Pleas  
Union County, Ohio

This day this cause came on to be heard on the  
motion of the heirs of Michael J. Brake, to-wit; A. L. Brake, Clinton  
V. Brake, William B. Brake, Amy B. Brake, Morse and Holly C. Brake, to  
set aside the sale of the lands heretofore made therein, and was  
argued by counsel; upon consideration whereof the Court overrules said  
motion, to which ruling, decision and judgment the defendants excepts.

On the 13<sup>th</sup> day of May A. D. 1897, the following Entry was filed with  
the Clerk of this Court, to-wit:

Entry  
7071

Gaar Scott & Co  
vs  
Isaac J. Sparks et al  
Court of Common Pleas  
Union County, Ohio

On motion of the plaintiff, and it appearing to the Court,  
that Holly C. Brake is one of five heirs who have been made defen-  
dants herein, and is a minor over the age of 14 years, it is  
ordered that F. A. Thompson, Attorney at Law of this Court be and he  
is hereby appointed guardian ad litem of the said Holly C. Brake,  
and the said F. A. Thompson appeared in open Court and accepted  
said appointment.

On the 13<sup>th</sup> day of May A. D. 1897, the following Answer was  
filed with the Clerk of this Court, to-wit:

Answer  
7071

Gaar Scott & Co  
vs  
Isaac J. Sparks et al  
Court of Common Pleas  
Union County, Ohio

And now comes F. A. Thompson as Guardian ad litem  
of said minor defendant Holly C. Brake, and appears for him,  
and denies that the plaintiff is entitled to the confirmation of  
said sale, as against the said Louisa L. Sparks, and avers that the  
Sheriff in the deed made under the order of the Court in this  
case, conveyed the said lands to the said Louisa L. Sparks and  
to the heirs of Michael J. Brake and assigns forever, and the  
said Guardian ad litem of the said Holly C. Brake says, that the  
said Holly C. Brake is one of the said Brake heirs, and claims an  
interest in said real estate, either in fee simple after the life  
estate of said Louisa L. Sparks is ended, or as tenants in common  
in said premises with her; and so submits the facts to be, and

asked to

Entry  
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vs  
Isaac J.  
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Supplemental  
Petition  
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asko his rights in the said premises be protected by the Court.  
 F.A. Thompson  
 Guardian ad litem of Holly S. Brake.

On the 13<sup>th</sup> day of May A.D. 1897, the following entry was filed  
 with the Clerk of this Court, to-wit:

Entry 7071  
 Gaar Scott & Co. vs Isaac J. Sparks et al  
 Court of Common Pleas  
 Union County, Ohio.

On motion and notice to the defendants herein the  
 plaintiff herein now, by leave of the Court files a supplemental  
 petition in this case.

On the 21<sup>st</sup> day of May A.D. 1897, the following Supplemental petition  
 was filed with the Clerk of this Court, to-wit:

Supplemental Petition 7071  
 Gaar Scott & Co vs Isaac J. Sparks et al  
 Court of Common Pleas  
 Union County, Ohio.

The plaintiff by leave of the Court files this its suppli-  
 mental petition in said case, and says; that after it had obtained  
 its judgment at the September Term, 1896, of this Court it caused  
 an execution to issue on said judgment to the Sheriff of this  
 County, who on the 7<sup>th</sup> day of October 1896, by virtue of which said  
 writ, and for want of personal property, levied the same upon the  
 following lands and tenements of the defendant Louisa L. Sparks,  
 to-wit: Situate in the County of Union, in the Township of Allen  
 and the State of Ohio, to-wit, known as part of survey No. 15309.

Beginning at a stone where the westerly line of the  
 A. & G. W. Railway lands cross the line formerly between J. A. Young  
 and Isaac Maltot, South 35 & 1/4 deg. E. 68 poles to a stone and  
 brick; Thence S. 38 deg. W. parallel with the said road lands 15 poles  
 to a stone and brick; Thence N. 35 & 1/4 deg. W. 68 poles to a stone  
 and stake in the line of the Rail Road lands; Thence with said  
 line N. 38 deg. E. 15 poles to the beginning, containing Six Acres  
 more or less.

Also another tract, in Survey No. 15309 and in sur-  
 vey No. 12308 and beginning at the same corner; Thence S. 35 & 1/4 deg.  
 E. 173 and 1/2 poles (correcting the course) to a stone in the place  
 of two bricks; Thence N. 54 and 1/4 deg. E. 39 and 1/2 poles to a stake  
 and stone; Thence N. 35 & 1/4 deg. W. 184 poles to a stone in the line  
 of the A & G. W. R.R. lands; Thence with their line S. 38 deg. W. 41  
 poles to the place of beginning, containing Forty-four (44) acres of land.

And said Sheriff proceeded to appraise, advertise and sell  
 the same, and did on the 21<sup>st</sup> day of November 1896, duly sell the  
 said premises to one Joshua Kovel for the sum of \$805.00.

At the time of said levy, and at the date of said sale  
 the said Louisa L. Sparks was the owner of a homestead in the  
 Village of Maysville in said County, on which she lived with her  
 family, and had so lived for some years prior to said levy

and sale, and continued to reside on her said homestead up to about the 19<sup>th</sup> day of April, 1897.

And although she had encumbered the same by mortgage, no proceedings were commenced, or pending to foreclose said mortgage at the date of the levy and sale of said 50 acre tract; so that at the date of said levy and said sale she was the owner of a homestead, and was not entitled to any exemption under the homestead or exemption laws of this State in lieu of a homestead.

Neither did the said Louisa L. Sparks by herself, her agent or attorney make a selection or demand at any time, before the sale of said 50 acres, to hold exempt the sum of \$500, or any other sum in lieu of a homestead.

That the said 50 acre tract was purchased by the said Louisa L. Sparks at judicial sale on the 21<sup>st</sup> day of December A. D. 1889, in the case of "The Connecticut Mutual Life Insurance Company," against, Abram Wolford & al.; then pending in this Court, in which proceedings the Sheriff of this County sold the land to her, made his return to the Court accordingly, which sale was duly confirmed to her, and the Sheriff ordered to make to her, and to her alone a deed in fee simple of said 50 acres; and the Sheriff did on the 7<sup>th</sup> day of January A. D. 1890 make to her such deed, reciting in said deed as the statute requires, the names of the parties to the judgment; the date and amount of the judgment; the substance of the execution on which the property was sold, the substance of the officers return thereon, and the order of confirmation; - but the said Sheriff, without warrant or authority of law, and against the order of the Court put into said deed in the granting and Habendum clause thereof these recitals, to-wit:

"Now, know ye, that I, the said Thomas Martin, Sheriff of  
 "Union County aforesaid, by virtue of said judgment, order of sale,  
 "sale and confirmation and by virtue of the statute for such cases  
 "made and provided, and for and in consideration of the premises  
 "herein, and the sum of \$1067.00, which I acknowledge to have  
 "received from Louisa L. Sparks, do hereby grant, sell and convey  
 "unto her the said Louisa L. Sparks, and to the heirs of Michael  
 "J. Brake and assigns forever, the following described real estate -  
 "(Which real estate has been heretofore herein described) together with  
 "all the privileges and appurtenances thereto belonging, and all the  
 "rights, title and interest of the said Abram Wolford and of all the  
 "other parties to said suit, of, in, and to the same.

"To have and to hold the premises aforesaid unto the said Louisa L.  
 "Sparks, and to the heirs of Michael J. Brake, and assigns forever,  
 "as fully and completely as I, the said Thomas Martin, Sheriff of Union  
 "County, do, by virtue of said judgment, order of sale, sale and  
 "confirmation, and of the statute made and provided for such  
 "cases, might or should sell and convey the same.

"In Witness, I have hereunto set my hand this 7<sup>th</sup> day  
 "of January A. D. 1890.

(Signed) Thomas Martin, Sheriff, &c.

But the plaintiff avers and insists, that the legal effects of

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Answer  
 of Louisa  
 L. Sparks.

7071

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answer  
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said deed or made by said Sheriff to said Louisa L. Sparks, was in law and in equity a deed vesting in said Louisa L. Sparks alone a fee simple title and estate in and to said 50 acres; and that the heirs of Michael J. Brake, with trusty or interest, title or estate in said land, beyond what they would have taken if the same had been executed to the said Louisa L. Brakes, her heirs and assigns forever.

The said heirs of Michael J. Brake, were the children of the said Louisa L. Sparks, by Michael J. Brake, a former husband of the said Louisa, but who is now deceased; namely, Almon Brake, Clinton V. Brake, William O. Brake Army B. Brake, Emory and Holly C. Brake, these persons are all parties defendant herein.

The confirmation of the sale made in this case is resisted because the said Brake heirs claim an interest, estate and ownership in said 50 acre tract under the said deed of the Sheriff, at said judicial sale; and the further claim, that if the said Louisa L. Sparks is the sole owner of the same in fee simple under said Sheriff's deed then that she is now entitled to \$500. out of purchase money of said 50 acres, and in lieu of a homestead, under the homestead exemptions laws.

The plaintiff files this his supplemental petition, setting up these facts, that they may be adjusted and settled in this action, so that the purchaser may obtain his title free from any cloud upon the same, by reason of said claims, and the plaintiff prays that the Court may hear, decide and settle these questions and that the said sale may be confirmed accordingly.

Porter & Porter  
Attorneys for Plaintiff

The State of Ohio, Union County, ss.

John L. Porter, of the firm of Porter & Porter, being duly sworn, says that he is one of the attorneys of the said plaintiff, that this action is brought upon an instrument in writing for the unconditional payment of money, that said instrument in writing is in his possession, and that he believes the statements contained in the foregoing petition are true in substance and fact.

John L. Porter.

Sworn to by said John L. Porter, before me and by him subscribed in my presence, this 20<sup>th</sup> day of May A.D. 1897.

Jos. A. Gosnell Deputy Clerk

Answer  
of Louisa  
L. Sparks.  
7071

On the 18<sup>th</sup> day of October A. D. 1897, the following Answer of Louisa L. Sparks was filed with the Clerk of this Court, to-wit:

Isaac J. Sparks et al  
vs  
Court of Common Pleas  
Union County, Ohio.

Now comes the defendant Louisa L. Sparks and for answer to supplemental petition of plaintiffs, says that she admits that at the time of the levy and sale of said fifty acre tract,

mentioned in the petition, the said Louisa L. Sparks was the owner of a homestead and that the same was encumbered by a mortgage, and further says that after the said sale of said fifty acre tract and before confirmation thereof, the owners and holders of said mortgage on said homestead, foreclosed the same and caused the same to be sold upon said mortgage and said homestead was, on or about the 19<sup>th</sup> day of April, 1897, without the consent of the said Louisa L. Sparks sold away from her at judicial sale, since which time she has not been the owner of any real estate or personal property, excepting the fifty acres mentioned in the supplemental petition.

And she further avers that the whole of said homestead was consumed in paying the debts and liens thereon and that no balance remained for her after said mortgages were paid.

This answering defendant further says that after her homestead was sold from her as aforesaid and before said sale of said fifty acre tract had been made and before any distribution of the proceeds of said sale had been made, and filed her demand with the Sheriff of Union County, Ohio, for an allowance of \$500 in lieu of the homestead from the proceeds of sale of said 50 acre tract and then and then selected the same.

She further says that the money with which she purchased the said fifty acre tract in the supplemental petition described was pension money, which came from her former husband, Michael J. Brake, a portion of which money belonged to the children of said Brake by her to the said Louisa L. Sparks, formerly Louisa L. Brake; that said children at the time of the purchase of said land were all minors, and that, in order to protect them in their interest in said money, she directed the then Sheriff of Union County to convey said premises to her for life, with the remainder to the children of said Michael J. Brake, which the said Sheriff then did.

She further avers that all the money invested in the said land was money that came from her former husband, a portion of which money belonged to said children, and that the fee simple of the land described in the supplemental petition then vested and is still vested in the children of said Brake, and that all the interest she then took or now has was a life estate in said premises.

She therefore prays the Court that the title to said land be decreed to be in her for life, with the fee simple to the said children of said Brake and that the sale heretofore made be set aside and that if the decree is given for the sale of said premises, that only her life estate therein be sold; that she be allowed \$500 in lieu of a homestead, and that the children of the said Michael J. Brake be decreed to have the fee simple in said land described in said supplemental petition, and for such other and further relief as she may be entitled to in equity.

D. Ryerson & Hamilton Bros.  
Attorneys for Defendant.

Reply  
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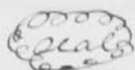
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State of Ohio, Union County, ss.

The defendant, Louisa L. Sparks - being duly sworn, says that the facts stated and the allegations made in her foregoing answer are true as she verily believes.

Sworn to before me and in my presence subscribed, this 18<sup>th</sup> day of October, 1897.



J. M. Kennedy  
Notary Public

On the 14<sup>th</sup> day of January A.D. 1898, the following Reply was filed with the Clerk of this Court, to-wit:

Reply  
7071

Dear Scott & Co.,  
Isaac J. Sparks et al

Court of Common Pleas  
Union County, Ohio.

The plaintiff for reply to answer of Louisa L. Sparks, filed herein on the 18<sup>th</sup> day of October, 1897, to the Supplemental petition of the plaintiff says;

That the portion of her first cause of defense, in her said answer, and on the first page of the same, and which are in the words and figures following, to-wit;

"This answering defendant further says, that after her home-  
stead was sold from her as appraised, and before said sale of  
said 50 acre tract had been made, and before and distribution  
of the proceeds of said sale had been made, she filed her demand  
with the Sheriff of Union County, Ohio, for an allowance of \$500. in  
lieu of the homestead from the proceeds of said sale of said 50  
acre tract, and then and there selected the same." as denied by the plaintiff.

Second defense:

Plaintiff replying to defendant's answer in her second defense says; that said Louisa L. Sparks, as the widow of said Michael J. Brooke deceased, her former husband, did receive a pension as the widow, and only as his widow, of Michael J. Brooke; and she may have used her said pension money in the purchase of the said 50 acres.

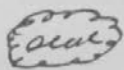
Plaintiff denies each and every other allegation of said second defense.

Porter & Porter

The State of Ohio, Union County, ss.

John L. Porter being duly sworn says, that he is one of the attorneys of the above named plaintiff, Dear Scott & Co., duly authorized in the premises; that said plaintiff is a non-resident of said County of Union, and that the facts stated and the allegations made in the foregoing reply are true as he verily believes.

Sworn to before me and by John L. Porter subscribed in my presence this 14<sup>th</sup> day of January A.D. 1898.



John L. Porter.  
Robt. O'Leary  
Notary Public

Motion for Confirmation 7071

On the 14<sup>th</sup> day of January A.D. 1898, the following Motion was filed with the Clerk of this Court, to-wit: Gaar Scott & Co., Court of Common Pleas Union County, Ohio.

vs Isaac J. Sparks et al

The plaintiff moves the Court; 1<sup>st</sup>. To confirm the sale in this case. 2<sup>nd</sup>. To find and order a distribution of the proceeds of this sale, to be made as follows; 1<sup>st</sup> = To the payment of costs in this case, and taxes due upon the land. 2<sup>nd</sup> = To the payment to the judgment of said plaintiff, Gaar Scott & Co, and The Union Banking Company. 3<sup>rd</sup> = To the defendant said Louisa L. Sparks

Entry 7195

On the 14<sup>th</sup> day of January A.D. 1898, the following Entry was filed with the Clerk of this Court, to-wit:

The Union Banking Company

vs Isaac J. Sparks et al

Gaar Scott & Co.

Court of Common Pleas Union County, Ohio.

7071

vs Isaac J. Sparks et al

This day this cause came on to be heard upon the supplemental petition of the Union Banking Co. against Isaac J. Sparks, Louisa L. Sparks, et al, defendants; and Gaar Scott & Co. against, Isaac J. Sparks, Louisa L. Sparks et al defendants, these two cases having heretofore been consolidated under the title of Gaar Scott & Co vs Isaac J. Sparks et al, and was heard upon the pleadings and the evidence, and the Court being fully advised in the premises, find the equity and the law of the case to be with the plaintiff.

And the Court find first: that the sale heretofore made by the Sheriff, on the writs of execution issued herein, and and his return of the same, with his report of his proceedings and the sale of said lands and tenements, under the writs of execution, and the Court having carefully examined said proceedings, and being satisfied that said sale has in all respects been made in conformity to the provisions of the statute in such cases made and provided, finds the same to be legal, and does therefore approve and confirm the same.

And the Court further finds, that at the date of said sale, the said Louisa L. Sparks was the sole owner of the premises so sold, in fee-simple, and in her own right, and that the said heirs at law of the said Michael J. Brake, and neither of them had any interest in said premises.

And it is further ordered, that the Sheriff make to the purchaser, Joshua Norril, a deed in fee simple for the lands and tenements so sold.

And the Court finding that said sale was made by the former Sheriff, William H. Swedgrass, whose term of office has now expired, it is ordered that the present Sheriff, J. Lee Robinson, be authorized and required to execute and deliver such deed to the said purchaser, Joshua Norril; and a writ of possession is awarded to put said purchaser in possession of the said premises.

And the Court find that at the time of the levies, and at the time of the sale

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Attest By J.

of the said premises, said Louisa L. Sparks was the owner of a homestead, and continued to be the owner of a homestead until the time mentioned in the supplemental petition; and therefore find, order and decree that the plaintiffs are entitled to the payments of their judgments in full, in preference to the said homestead claim out of said proceeds of sale to which she accepts.

And the Court coming on now to distribution of the purchase money, in the hands of the Sheriff, orders:

First: To the Treasurer of this County, the taxes and penalty due on said property sold, to-wit: the sum of \$

Second: To the Clerk of this Court the costs of this action taxed at \$

Third: To the Union Banking Company, and to Gaar Scott & Co. the amounts of their judgments, with the interest thereon, neither being preferred to the other, amounting to \$ and to \$ respectively.

Whereupon, the said Louisa L. Sparks, as to the disallowance of her claim of \$500. out of said proceeds of sale, until plaintiffs' judgments are first paid, gave notice of her intention to appeal said question to the Circuit Court of this County, and the Court fix the amount of her appeal bond at the sum of \$100.00. And the said heirs of Michael J. Brake as to the finding of the Court "that the fee simple of said lands were in Louisa L. Sparks" and that the said heirs of Michael J. Brake had no interest or portion of them, gave notice of their intention to appeal. And the Court fix the amount of their bond at \$100.00.

Attest

J. M. Gosnell Clerk

By J. A. Gosnell Deputy

The page features a decorative border at the top consisting of a double line with a repeating diamond pattern. Below this border, the page is divided into a grid of columns and rows. On the left side, there is a narrow vertical column. The rest of the page is filled with horizontal lines, creating a series of rows. The right edge of the page shows the gutter of the notebook, with the adjacent page visible on the right.







7239 ordered "May 19" 1896

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